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ROYAL CANADIAN MOUNTED POLICE - FIRST NATIONS COMMUNITY POLICING SERVICES (RCMP - FNCPS) AGREEMENTS

Volume 1

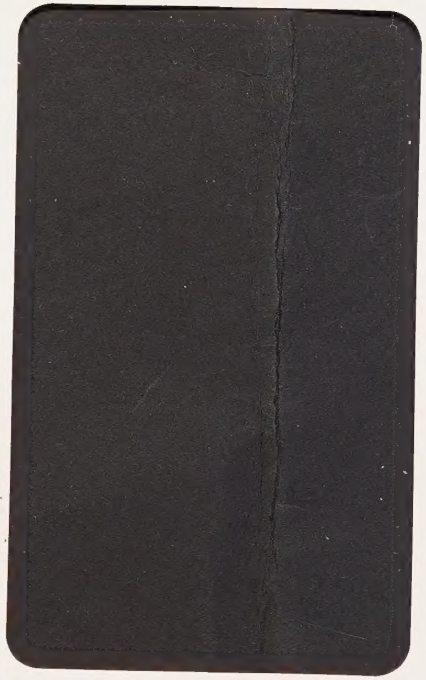
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ROYAL CANADIAN MOUNTED POLICE - FIRST NATIONS COMMUNITY POLICING SERVICES (RCMP - FNCPS) AGREEMENTS

Volume 1

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This document has been compiled by officials in the Department of the Solicitor General of Canada and contains copies of RCMP - FNCPS Agreements that have been concluded as of the date of publication.

The agreements are made available in the language that they were drafted.

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SECTION 1

AGREEMENT BETWEEN

CANADA - SASKATCHEWAN

AND THE

FEDERATION OF SASKATCHEWAN INDIAN NATIONS

FOR THE

ROYAL CANADIAN MOUNTED POLICE -

FIRST NATIONS COMMUNITY POLICING SERVICE

THIS AGREEMENT MADE THE 18TH DAY OF MAY, 1993

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY THE SOLICITOR GENERAL OF CANADA
(hereinafter referred to as "Canada")

of the first part

- AND -

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF SASKATCHEWAN AS REPRESENTED BY THE MINISTER OF JUSTICE OF SASKATCHEWAN
(hereinafter referred to as the "Province")

of the second part

- AND -

THE FEDERATION OF SASKATCHEWAN INDIAN NATIONS AS REPRESENTED BY THE CHIEF OF THE FEDERATION OF SASKATCHEWAN INDIAN NATIONS

of the third part

WHEREAS Canada, the Province of Saskatchewan and the Federation of Saskatchewan Indian Nations:

1) recognize the need to contribute to the improvement of the administration of justice, the maintenance of social order, public security and personal safety in First Nations communities;

2) recognize the need to provide First Nations communities with policing services that are professional, effective, efficient and responsive to the unique needs of these communities;

3) recognize the importance of providing policing services for First Nations communities in the Province through the RCMP First Nations Community Policing Service;

4) recognize that First Nations communities must have a role in the administration and management of their policing services and recognize the necessity of entering into

negotiations with them to ensure that this role is given expression in the form of Community Tripartite Agreements;

5) recognize the desirability of providing greater responsibility and accountability for the delivery of policing services to the people of Saskatchewan's First Nations, and, therefore agree, to enter into a tripartite process which will lead to greater responsibility and accountability of policing services to Saskatchewan First Nations;

6) recognize the principle that First Nations communities, in keeping with their increased role in determining policing arrangements, should contribute financially to the extent of their existing or future ability to pay, either in cash or in kind, towards the cost of providing First Nation policing services. Contributions under this provision would accrue equally to reduction of federal and provincial cost shares;

7) recognize as an interim measure, and pending First Nations development of specific plans for First Nation administered policing services, the need to continue the RCMP First Nations Community Policing Service, and the need to provide such additional positions in the RCMP First Nations Community Policing Service as may be subsequently agreed to under Community Tripartite Agreements;

8) wish to, subject to and in accordance with the terms of this Agreement, enter into cost-sharing and related agreements to provide policing services to First Nations communities in the Province through the Royal Canadian Mounted Police First Nations Community Policing Service;

9) recognize that the policing services provided for First Nations communities include the enforcement of federal and provincial statutes and certain band by-laws specified in the Community Tripartite Agreements, the prevention of crime and the maintenance of order;

10) recognize that nothing in this Agreement shall be construed so as to affect, or prejudice or derogate from, any Aboriginal, treaty, constitutional or other rights, privileges or freedoms which have or may accrue to any of the parties;

11) recognize that nothing in this Agreement shall be interpreted as limiting or expanding in any way the jurisdiction of the Province in respect of the administration of justice and law enforcement in the Province;

12) recognize that nothing in this Agreement prejudices or limits the ability of the parties to negotiate, at any time, different terms for providing policing services to First Nations under any other agreement; and

WHEREAS Section 20 of the Royal Canadian Mounted Police Act provides that the Solicitor General of Canada may, with the approval of the Governor in Council, enter into an arrangement with the government of any province for the use or employment of the Royal

Canadian Mounted Police, or any portion thereof, in aiding the administration of justice in the Province and in carrying into effect the laws in force therein;

WHEREAS Section 21 of the Police Act, 1990 (Saskatchewan) provides that the Minister may, with approval of the Lieutenant Governor in Council, enter into an agreement with the Government of Canada to employ the RCMP to aid in the administration of justice and the enforcement of the laws in force in Saskatchewan;

WHEREAS by Order in Council P.C. 1993-553 dated March 23, 1993 the Governor in Council authorized the Solicitor General to enter into this Agreement on behalf of the Government of Canada;

WHEREAS by Order in Council P.C. 1992-270 dated February 13, 1992 the Governor in Council transferred to the Solicitor General of Canada the powers, duties and functions of the Minister of Indian Affairs and Northern Development relating to the Indian Policing Services Program.

WHEREAS by Order in Council 345/93 dated May 11, 1993 the Lieutenant Governor in Council authorized the Minister to enter into this Agreement on behalf of Saskatchewan;

WHEREAS the General Assembly of the Federation of Saskatchewan Indian Nations, by way of Resolution #613 dated January 28, 1993, authorized the Chief of the Federation of Saskatchewan Indian Nations to enter into this Agreement on behalf of the First Nations of Saskatchewan;

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

SECTION 1: DEFINITIONS

1.1 For the purposes of this Agreement, each of the following terms shall, unless the context otherwise requires, have the meaning set out beside it.

"actual costs" means those direct and indirect costs, as described in section 8 of this agreement, incurred by the RCMP in providing policing services to First Nations communities through the RCMP First Nations Community Policing Service during the term of this Agreement;

"band council" means the "council of the band" as defined in section 2 of the Indian Act and, for the purposes of this Agreement, includes local governing bodies of certain Indian communities on Crown land;

"Commissioner" means the Commissioner of the Royal Canadian Mounted Police;

"**Community Tripartite Agreement**" means an agreement annexed in Schedule "B" entered into between Canada, the Province, and a First Nations community for the provision of the RCMP First Nations Community Policing Service;

"**Division**" means the organizational component of the RCMP that is responsible for law enforcement and the prevention of crime in the province;

"**External Review Committee**" means the Committee as defined in the Royal Canadian Mounted Police Act;

"**Federation of Saskatchewan Indian Nations**" means the Federation of Saskatchewan Indian Nations, Incorporated;

"**First Nations community**" means a "band" as defined in section 2 of the Indian Act and for the purposes of this agreement includes certain Indian communities on Crown land;

"**First Nations Policing Policy**" means the federal First Nations Policing Policy announced by the Solicitor General of Canada and the Minister of Indian Affairs and Northern Development on June 27, 1991;

"**First Nations Territory**" means a "reserve" as defined in section 2 of the Indian Act, and for the purposes of this agreement includes certain Indian communities on Crown land;

"**fiscal year**" means the twelve month period beginning on April 1 in any year and ending on March 31 in the next year;

"**member**" means any member of the RCMP appointed pursuant to the Royal Canadian Mounted Police Act and any regulations made pursuant thereto and without limitation includes any regular member, special constable, special constable member, and civilian so appointed;

"**Minister**" means the Minister of the Province of Saskatchewan responsible for policing services in the Province;

"**Province**" means the Province of Saskatchewan;

"**Provincial Police Service Agreement**" means the agreement entered into between the Government of Canada and the Government of the Province of Saskatchewan on April 1, 1992 for the provision and maintenance of a Provincial Police Service within Saskatchewan;

"Public Complaints Commission" means the Commission as defined in the Royal Canadian Mounted Police Act;

"RCMP" means the Royal Canadian Mounted Police;

"RCMP First Nations Community Policing Service" means the service (formerly known as the Indian Special Constable Program or the RCMP Option 3(b) Program) under which First Nations members designated as peace officers under paragraph 7(1)(d) of the Royal Canadian Mounted Police Act are employed to provide policing services to First Nations communities pursuant to this Agreement or a Community Tripartite Agreement annexed in Schedule "B";

"Solicitor General" means the Solicitor General of Canada.

SECTION 2: APPLICATION

2.1 This Agreement applies to the provision of policing services to First Nations communities through the RCMP First Nations Community Policing Service pursuant to Community Tripartite Agreements made in accordance with the First Nations Policing Policy.

SECTION 3: SCHEDULES

3.1 The following Schedules are hereby incorporated into and constitute part of this Agreement:

(a) Schedule "A" - Fiscal year budget projection for the RCMP First Nations Community Policing Service in the Province to participating First Nations communities; and

(b) Schedule "B" - Community Tripartite Agreements as may be entered into from time to time by Canada, the Province and First Nations communities.

SECTION 4: TERM OF AGREEMENT

4.1 Notwithstanding the date on which this Agreement is executed, this Agreement comes into force on April 1, 1992 and continues in force until March 31, 1997, unless it is terminated pursuant to this Agreement.

SECTION 5: MANAGEMENT OF THE RCMP FIRST NATIONS COMMUNITY POLICING SERVICE

5.1 The internal management of the RCMP First Nations Community Policing Service, including its administration and the determination and application of professional police procedures, shall remain under the control of Canada.

5.2 The level of policing service by the RCMP First Nations Community Policing Service shall meet the level mutually agreed upon by the Solicitor General, the Minister and the First Nation community in consultation with the Commissioner.

5.3 The minimum standard of policing by the RCMP First Nations Community Policing Service shall meet the standard as determined by the Commissioner in consultation with the Minister.

5.4 The level of policing service as agreed upon between the parties under section 5.2 shall not be less than the minimum standard as determined under section 5.3.

SECTION 6: ROLES AND RESPONSIBILITIES OF CANADA

6.1 Subject to appropriation by Parliament and subject to any other terms of this Agreement, Canada agrees during the term of this Agreement to provide 52% of the actual costs of the RCMP First Nations Community Policing Service up to the amount set out in the total budget projection in Schedule "A".

6.2 On presentation of invoices by the RCMP, on June 30, September 30, December 31 and March 31 of each fiscal year, Canada agrees to:

(a) reimburse the RCMP 52% of the actual costs of the RCMP First Nations Community Policing Service in interim payments on June 30, September 30, December 31 and March 31 of each fiscal year, which payments shall be due 60 days from date of invoice from the RCMP;

(b) make all payments by Interdepartmental Settlement Notice sent to the Commissioner in Ottawa or as directed otherwise by the Commissioner.

6.3 Any deficiency or overpayment of 52% of the actual costs of the RCMP First Nations Community Policing Service by Canada for the fiscal year shall be credited or debited, as the case may be, in conjunction with the June 30 interim payment of the succeeding fiscal year.

6.4 Where a Community Tripartite Agreement comes into force during the term of this Agreement, the Community Tripartite Agreement will, for the purposes of the calculation of Canada's contribution to the actual costs under section 6.1, be deemed to begin on the first

day of the fiscal year in which the Community Tripartite Agreement comes into force.

6.5 Where the Community Tripartite Agreement is deemed under subsection 6.4 to begin on April 1 of the fiscal year to which it applies, all interim payments from Canada to the RCMP subsequent to the date on which the Community Tripartite Agreement actually comes into force will be recalculated and adjusted to reflect the cost shared arrangements pursuant to this Agreement, and all interim payments already made prior to the date on which the Community Tripartite Agreement actually enters into force will be recalculated and adjusted at the time the March 31 interim payment is made by Canada under section 6.2(a).

6.6 Canada will, in the provision of the administrative support for the RCMP First Nations Community Policing Service:

(a) coordinate the financial and administrative arrangements as set out in this Agreement; and

(b) in consultation with the Commissioner, participate in any negotiations involving the Province and First Nations communities regarding the development of Community Tripartite Agreements for the delivery of policing services to First Nations communities through the RCMP First Nations Community Policing Service.

SECTION 7: ROLES AND RESPONSIBILITIES OF THE PROVINCE

7.1 Subject to appropriation by the Legislature and subject to any other terms of this Agreement, the Province agrees during the term of this Agreement to provide 48% of the actual costs of the RCMP First Nations Community Policing Service up to the amount set out in the total budget projection in Schedule "A".

7.2 On presentation of invoices by the RCMP for the quarterly periods ending on June 30, September 30, December 31 and March 31 of each fiscal year, the Province agrees to:

(a) reimburse the RCMP 48% of the actual costs of the RCMP First Nations Community Policing Service in interim payments; such payments shall be due 60 days from the date of the invoice from the RCMP;

(b) make all payments by cheque payable to the Receiver General for Canada and sent to the Commissioner in Ottawa or as directed otherwise by the Commissioner.

7.3 Any deficiency or overpayment of 48% of the actual costs of the RCMP First Nations Community Policing Service by the Province for the fiscal year shall be credited or debited, as the case may be, in conjunction with the June 30 interim payment of the succeeding fiscal

year.

7.4 Where a Community Tripartite Agreement comes into force during the term of this Agreement, this Agreement will, for the purposes of the calculation of the Province's share of the actual costs under section 7.1, be deemed to begin on the first day of the fiscal year in which the Community Tripartite Agreement comes into force.

7.5 Where the Community Tripartite Agreement is deemed under subsection 7.4 to begin on April 1 of the fiscal year to which it applies, all interim payments from the Province to the RCMP subsequent to the date on which the Community Tripartite Agreement actually comes into force will be recalculated and adjusted to reflect the cost shared arrangements pursuant to this Agreement, and all interim payments already made prior to the date on which the Community Tripartite Agreement actually enters into force will be recalculated and adjusted at the time the March 31 interim payment is made by the Province under section 7.2(a).

7.6 The Province will:

(a) in consultation with Canada and the Federation of Saskatchewan Indian Nations, take such steps as may reasonably be necessary to inform First Nations communities of the availability of the RCMP First Nations Community Policing Service; and

(b) participate in any negotiations involving Canada and First Nations communities regarding the development of Community Tripartite Agreements for the delivery of policing services to First Nations communities through the RCMP First Nations Community Policing Service.

SECTION 8: BASIS OF PAYMENT

8.1 Actual costs referred to in this Agreement shall include the following eligible expenditures made by the RCMP in each fiscal year:

a) the direct cost of the RCMP First Nations Community Policing Service in the Province including:

i) all operation and maintenance costs such as salaries and wages, transportation and travel, information, professional services, rentals, repair, utilities and supplies and miscellaneous operational expenses as established by the RCMP Expenditure Coding Dictionary; and

ii) all costs of equipment purchased;

b) the indirect cost of the RCMP First Nations Community Policing Services, including:

i) for the Fiscal Years beginning April 1, 1992 and April 1, 1993, the cost to Canada of Pension contributions calculated as 13.3 per cent of pensionable salaries in respect of members employed in the RCMP First Nations Community Policing Service; thereafter the cost of all Pension contributions with respect to members of the RCMP First Nations Community Policing Service shall be such cost as determined pursuant to the Provincial Police Service Agreement;

ii) for the Fiscal Year beginning April 1, 1992, 50 percent of the cost to Canada of the employer's contributions for unemployment insurance in respect of members employed in the RCMP First Nations Community Policing Service;

iii) for the Fiscal Year beginning April 1, 1993 and for subsequent Fiscal Years, the full cost to Canada of such employer's contributions for unemployment insurance in respect of members employed in the RCMP First Nations Community Policing Service;

iv) the cost of divisional headquarters administration support for the RCMP First Nations Community Policing Service, calculated by dividing the total cost of such administration including pension contributions by the average number of all the members in the Division for the fiscal year (excluding members who are assigned to divisional administration) and multiplying the result by the average number of members employed in the RCMP First Nations Community Policing Service in the Province for the fiscal year;

v) for the Fiscal Years beginning April 1, 1992 and April 1, 1993, the cost of recruit training shall be calculated by dividing the cost of such training (including Pension contributions and excluding recruit salaries and accommodation) by the total number of members employed in the RCMP as of April 1 in each of those Fiscal Years and multiplying by the number of members in the RCMP First Nations Community Police Service in the Province on April 1 1992 and April 1, 1993 respectively;

vi) for the Fiscal Years beginning April 1, 1994 and for subsequent Fiscal Years, the cost of recruit training shall be the product obtained by multiplying $3500.00 by the average number of members employed in the RCMP First Nations Community Police Service in the Province for the Fiscal Year;

vii) the cost of the Police Information Retrieval System, calculated by multiplying the number of members employed in the RCMP First Nations Community Policing Service in the Province who have direct access to the system by the amount of the fee set out in the Royal Canadian Mounted Police, Police Information Retrieval System Fees Order, as amended from time to time;

viii) for the Fiscal Year beginning April 1, 1992, 50 per cent of the cost to Canada of operating the External Review Committee and the Public Complaints Commission, determined by dividing the total such cost by the average number of RCMP members employed in Canada for the Fiscal Year and multiplying the result by the average number of members employed in the RCMP First Nations Community Policing Service in the Province for the Fiscal Year and thereafter 100% of those costs;

ix) the cost of the RCMP Aboriginal Policing Program Officers in the Province, including salaries, pension contributions and operation and maintenance costs;

x) the cost of support staff for the RCMP First Nations Community Policing Service in the Province including salaries, wages, pension contributions, and operation and maintenance costs;

xi) the cost of accommodation for use by the RCMP First Nations Community Policing Service in the Province for which the RCMP does not pay rent shall be determined by multiplying the amount of the gross space on April 1 for the Fiscal Year beginning April 1, 1992 by the rate of $7.50 per square foot ($80.73 per square meter); the rate for the Fiscal Year beginning April 1, 1993 and for subsequent Fiscal Years shall be $10.00 per square foot ($107.64 per square meter); such space shall not include the following:

i) separate living quarters;

ii) any building or parts thereof occupied exclusively by the RCMP for any purpose other than the RCMP First Nations Community Policing Service; and

iii) those parts of divisional headquarters administration buildings that are not occupied by the RCMP First Nations Community Policing Service Members determined on a proportional basis relative to the total occupancy of the buildings.

xii) the cost of accommodation for use by the RCMP First Nations Community Policing Service in the Province not provided for under sections 8.1(a)(i) or 8.1(b)(xi), but otherwise provided for under specific terms and conditions of a Community Tripartite Agreement.

8.2 The accommodation referred to in subsection 8.1(b)(xii) shall be to the satisfaction of the Commissioner.

8.3 For the purposes of determining actual costs pursuant to this section, any member of the RCMP First Nations Community Policing Service who is on:

a) sick leave or suspended for more than 30 consecutive days,

b) parental leave,

c) a training course not related to the RCMP First Nations Community Policing Service, or

d) pension retirement leave,

shall be deemed not to be in the RCMP First Nations Community Policing Service and the costs relating thereto shall be allocated to divisional administration.

8.4 There shall be deducted from the actual costs payable by the Province in respect to the RCMP First Nations Community Policing Service:

a) any refunds or reimbursements subsequently obtained by the RCMP with respect to any expenses that were paid by the Province as a direct cost;

b) the revenue received from leased accommodations and quarters deductions from members employed in the RCMP First Nations Community Policing Service; and

c) 48% of any amount received by RCMP from the sale, transfer out of the RCMP First Nations Community Policing Service or other disposition of any equipment that cost less than $100,000 and that was purchased for use in the RCMP First Nations Community Policing Service.

8.5 The cost of the RCMP First Nations Community Policing Service in the Province shall not include the cost of inter-divisional transfers of personnel.

8.6 Except where the following services are paid by Health and Welfare Canada, the Province shall pay 100% of the expenses incurred by the RCMP First Nations Community Policing Service in relation to:

(a) hospitalization, medical examination or treatment, including mental health examination or treatment, for any person in the custody of the RCMP, except where such costs have been incurred in the obtaining of evidence; and

(b) conveyance by a third party that is obtained by a member of the RCMP First Nations Community Policing Service for a disabled, injured, ill or deceased person where the cost of the service is not paid by or on behalf of the person or their estate.

8.7 The Province shall pay 100% of the expenses incurred by the RCMP First Nations Community Policing Service in relation to witness fees, transportation, maintenance and escort costs for persons (except for members of the RCMP) required as witnesses in criminal and civil proceedings and proceedings under provincial laws.

8.8 The Provincial Policing Agreement shall be credited with the amount paid by the Province for accommodation supplied by Canada under this Agreement.

SECTION 9: EQUIPMENT AND ASSETS

9.1 Canada shall supply to the RCMP First Nations Community Policing Service equipment of a standard and quantity that is necessary to carry out its responsibilities under this Agreement.

9.2 In the event of the expiry or termination of this Agreement;

(a) the ownership of any item of equipment that was purchased by Canada for the RCMP First Nations Community Policing Service shall, at the option of the Province:

(i) be transferred to the Province, upon payment to Canada of an amount equal to the amount that the current market value exceeds the amount, exclusive of interest, already paid to Canada by the Province for an item of equipment; or

(ii) remain vested in Canada, in which case Canada shall credit the Province with any amount by which the current market value exceeds the amount that Canada paid for that item of equipment.

(b) where any such item of equipment was purchased by Canada prior to the date of this Agreement for the RCMP First Nations Community Policing Service, upon such expiry or termination the Province may, at its option, acquire ownership of the equipment by paying to Canada the fair market value, as determined by an independent appraisal obtained by Canada, at the applicable

cost-sharing ratio as set out in section 7.1 of this Agreement;

(c) where any item of equipment that:

(i) cost $100,00.00 or more;

(ii) was purchased by Canada at any time for the RCMP First Nations Community Policing Service; and

(iii) was sold by Canada or transferred from the RCMP First Nations Community Policing Service;

Canada shall credit the Province with any amount by which the current market value exceeds the aggregate of payments, exclusive of interest, made by the Province in respect of that item.

9.3 Subject to any necessary approval by the Governor in Council and the Treasury Board of Canada, the ownership of any land and buildings held by Canada for the RCMP First Nations Community Policing Service and no longer required by Canada may, at the option of the Province, be acquired by the Province upon payment by the Province of the fair market value, as determined by an independent appraisal obtained by Canada.

SECTION 10: FINANCIAL PLANNING

10.1 The Commanding Officer shall consult with the Minister on or before September 1 of each year to establish:

i) the number of Members and Support Staff required for the RCMP First Nations Community Policing Service;

ii) any budgetary limits for the RCMP First Nations Community Policing Service being placed upon the RCMP by the Province;

10.2 The Commanding Officer shall communicate the results of the consultation with the Minister to the Commissioner, who shall complete a budget projection for the next fiscal year, including:

i) all direct and indirect costs for the RCMP First Nations Community Policing Service;

ii) an inflation factor for all operational and maintenance costs, excluding salaries, based on the Consumer Price Index for the last twelve month period; and

iii) a best estimate that reflects the most probable adjustments to salaries.

10.3 The Commissioner shall, prior to February 1 of each fiscal year, provide the Solicitor General with the budget projection prepared in accordance with section 10.2 for the next fiscal year covered by this Agreement.

10.4 Where the Solicitor General agrees with the budget projection provided in section 10.3, the budget projection shall be submitted to the Minister prior to April 1 of the fiscal year for which the budget projection pertains.

10.5 Where the Minister agrees with the budget projection provided by the Solicitor General in 10.4, Schedule "A" shall be amended pursuant to section 12 to reflect the costs agreed upon for that fiscal year.

10.6 Where the Commissioner seeks to amend the budget projection during the fiscal year, he shall provide an amended budget projection, with explanations, to the Solicitor General.

10.7 Where the Solicitor General agrees with the amended budget projection provided in section 10.6, the amended budget projection shall be submitted to the Minister without delay.

10.8 Where the Minister agrees with the amended budget projection provided in 10.7, Schedule "A" shall be amended pursuant to section 12 for that fiscal year.

SECTION 11: ROLES AND RESPONSIBILITIES OF THE RCMP

11.1 The Commissioner will:

(a) recruit, train, assign and supervise First Nationss members to provide policing services to First Nations communities as set out in Schedule "A";

(b) ensure that First Nation members deployed in the RCMP First Nations Community Policing Service will devote all of their on duty time to the policing needs of First Nations communities with at least 80% of this time to be spent within the boundaries of those communities;

(c) provide to the Band Council of each First Nation community, or its designated representative, individual regular status reports as well as special reports as may appropriately be requested by the Band Council on policing services provided to the community;

(d) provide the Solicitor General, the Minister and the Chief of the Federation of Saskatchewan Indian Nations with an annual report on the RCMP First Nations Community Policing Service prior to July 31 of each fiscal year, which will

include a detailed accounting of all expenditures for the RCMP First Nations Community Policing Service for the previous fiscal year and such information as the Solicitor General directs; and

(e) upon receiving reasonable notice, shall provide the Minister and the Chief of the Federation of Saskatchewan Indian Nations with any additional information relating to the financial implications of the RCMP First Nations Community Policing Service, including the results of any internal audit conducted by the RCMP.

SECTION 12: AMENDMENT

12.1 Except for amendments relating to Schedules "A" and "B", this Agreement may be amended at any time by the written agreement of Canada, the Province and the Federation of Saskatchewan Indian Nations.

12.2 Schedule "A" may be amended at any time by the written agreement of Canada and the Province.

12.3 Schedule "B" may be amended at any time by the written agreement of the parties to the Community Tripartite Agreements.

SECTION 13: EXTENSION

13.1 Upon the written agreement of Canada, the Province and the Federation of Saskatchewan Indian Nations the provisions of this Agreement will remain in force pending its renewal, extension or renegotiation.

SECTION 14: TERMINATION

14.1 This Agreement may be terminated on March 31 of any year by one party to this Agreement giving the other parties to this Agreement notice in writing of such termination twelve (12) months prior to the date of the intended termination.

14.2 In the event that this Agreement is terminated, a final adjusting payment will be made by the Province to the RCMP, if necessary, or by Canada to the RCMP, if necessary, at the end of the last fiscal year in which the policing services under the RCMP First Nations Community Policing Service were delivered.

14.3 The final adjusting payment referred to in Section 14.2 will ensure that Canada's share represents 52% and the Provinces's share 48% of the actual costs of the RCMP First

Nations Community Policing Service.

SECTION 15: RECOGNITION OF CONTRIBUTION

15.1 The Province will ensure that Canada's contribution to the provision of policing services to First Nations communities in the Province through the RCMP First Nations Community Policing Service is acknowledged at the same time and to the same extent as the contribution of the Province in any materials or communications intended for the public or for concerned individuals or groups, including press releases, published reports, radio and television programs and public meetings.

15.2 Canada will ensure that the Province's contribution to the provision of policing services to First Nations communities in the Province through the RCMP First Nations Community Policing Service is acknowledged at the same time and to the same extent as the contribution of Canada in any materials or communications intended for the public or for concerned individuals or groups, including press releases, published reports, radio and television programs and public meeting.

SECTION 16: MEMBERS OF THE HOUSE OF COMMONS AND SENATE

16.1 No member of the House of Commons or Senate shall be admitted to any share or part of this Agreement or to any benefits to arise there from.

SECTION 17: NOTICES

17.1 Any notice or other document required or permitted to be given by one party to other parties under this Agreement will be in writing and shall be communicated by registered mail addressed to:

(a) Canada:

Ministry of the Solicitor General
Aboriginal Policing Directorate
340 Laurier Avenue West, 12th floor
Ottawa, Ontario
K1A 0P8
Fax: 613-991-0961

(b) the Province:

Department of Justice
of Saskatchewan
1874 Scarth Street
Regina, Saskatchewan
S4P 3V7

(c) Federation of Saskatchewan Indian Nations
3304 Dewdney Avenue,
Regina, Saskatchewan
S4T 7V1

SECTION 18: DISPUTES

18.1 Any new issue, matter of general concern or dispute arising under this Agreement, except for Schedules "A" and "B", shall be a matter for consultation and resolution between the Solicitor General, the Minister and the Chief of the Federation of Saskatchewan Indian Nations in such manner as they shall see fit.

18.2 Any new issue, matter of general concern or dispute arising from Schedule "A" of this agreement shall be a matter for consultation and resolution between the Solicitor General and the Minister in such manner as they [illegible] see fit, however they shall endeavour to resolve such issues prior to June 30 of th[illegible]cal year.

18.3 Any new issue, matter of general concern or dispute arising from Schedule "B" of this agreement shall be a matter for consultation and resolution among the parties to the Community Tripartite Agreements in a manner as they shall see fit.

IN WITNESS WHEREOF the parties have executed this Agreement as of the day and year first written above.

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

Solicitor General of Canada

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF SASKATCHEWAN

Minister of Justice

FEDERATION OF SASKATCHEWAN INDIAN NATIONS

Chief

SCHEDULE A

BUDGET PROJECTION FOR THE RCMP FIRST NATIONS COMMUNITY POLICING SERVICE IN THE PROVINCE TO PARTICIPATING FIRST NATIONS COMMUNITIES 1992 - 1993

DETACHMENT FIRST NATIONS COMMUNITY	COMPLEMENT	BUDGET
Cutknife	2	$141,054
Little Pine/Lucky Man FNPU *		
Poundmaker		
Loon Lake	1	$ 82,076
Makwa Lake		
Meadow Lake	1	$ 71,830
Meadow Lake		
Waterhen		
North Battleford	2	$156,405
Grizzly Bears Head/Lean Man		
Moosomin		
Mosquito		
Red Pheasant		
Saulteaux		
Sweetgrass		
Onion Lake	1	$ 48,254
Makoo		
Seekaskootch		
Pierceland	1	$ 75,866
Big Head		
Ministiwan		
Spiritwood	1	$ 86,588
Chitek		
Witchekan		
Turtleford	2	$158,866
Thunderchild FNPU *		

.../2

DETACHMENT FIRST NATIONS COMMUNITY	COMPLEMENT	BUDGET
Beauval Canoe Lake La Plonge Wapouchewunak Eagles Lake	1	$ 86,367
Big River Big River	1	$ 80,708
Buffalo Narrows Dillon FNPU *	2	$207,682
Carrot River Red Earth FNPU *	2	$166,352
La Loche La Loche	1	$ 88,836
La Ronge Stanley Mission FNPU *	2	$217,211
Melfort James Smith Cumberland	1	$ 79,267
Pelican Narrows Pelican Narrows	1	$ 71,153
Prince Albert Little Red River Montreal Lake Muskoday Sturgeon Lake Wahoeton Sandy Bay	1	$ 67,433

.../3

DETACHMENT FIRST NATIONS COMMUNITY	COMPLEMENT	BUDGET
Shellbrook Sandy Lake (Ahtahkakoop) FNPU * Mistawassis	2	$168,639
Southend Southend	1	$ 87,265
Waskasiu Montreal Lake	1	$ 88,192
Balcarres Little Black Bear Okanese Peepeekisis Star Blanket	1	$ 67,435
Broadview Cowesses Kahkewistehaw Sakimay	1	$ 75,042
Carlyle White Bear	1	$ 74,267
Fort Qu'Appelle Standing Buffalo Pasqua Wa-pii-moos-Tousis Muscowpetung	1	$ 79,368
Blaine Lake Muskeg Lake	1	$ 74,334
Rosthern Beardy's/Okemassis One Arrow	1	$ 71,458

.../4

DETACHMENT FIRST NATIONS COMMUNITY	COMPLEMENT	BUDGET
Kamsack Cote Kesseekoose	1	$ 81,733
Punnichy Daystar Gordon Muskowekan Poorman	1	$ 80,342
Rose Valley Nut Lake	1	$ 84,675
Wadena Fishing Lake	1	$ 72,819
Fond du Lac Fond du Lac	1	$130,530
"F" Div. H.Q. First Nations Co-ord	1	$ 76,134
BUDGET PROJECTION	**39**	**$3,198,181**

*** FNPU - First Nation Policing Unit**

SCHEDULE "B"

COMMUNITY TRIPARTITE AGREEMENTS

SECTION 2

AGREEMENT BETWEEN

CANADA - SASKATCHEWAN

AND THE

LITTLE PINE AND POUNDMAKER FIRST NATIONS

FOR THE

ROYAL CANADIAN MOUNTED POLICE -

FIRST NATIONS COMMUNITY POLICING SERVICE

THIS AGREEMENT MADE THE _____ DAY OF _____, 1994

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY THE SOLICITOR GENERAL OF CANADA
(hereinafter referred to as "Canada")

of the first part

- AND -

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF SASKATCHEWAN AS REPRESENTED BY THE MINISTER OF JUSTICE OF SASKATCHEWAN
(hereinafter referred to as the "Province")

of the second part

- AND -

THE LITTLE PINE AND POUNDMAKER FIRST NATIONS AS REPRESENTED BY THEIR CHIEF AND COUNCILS
(hereinafter referred to as the "Little Pine and Poundmaker First Nations")

of the third part

WHEREAS the Parties wish to cooperate in the provision of effective, efficient, professional and culturally responsive policing services within Little Pine and Poundmaker First Nations Territories consistent with the needs of the Little Pine and Poundmaker First Nations, the First Nations Policing Policy, the Commissioner's formal statement on RCMP community policing and the Province's policy for First Nations Policing;

WHEREAS the Parties recognize that First Nations have a role in the determination of the level and quality of the policing services which they receive and that a tripartite agreement will give concrete expression to this role;

WHEREAS the Parties recognize that the policing services provided through the RCMP First Nations Community Policing Service include the enforcement of federal and provincial statutes and certain Band by-laws specified in this Agreement, the prevention of crime and the maintenance of order;

WHEREAS the Parties recognize that nothing in this Agreement shall abrogate or derogate from any Aboriginal, treaty, constitutional or other rights which have or may accrue to any of the Parties;

WHEREAS it is understood that the goal of Little Pine and Poundmaker First Nations is to establish an independent stand alone Police Service for Little Pine and Poundmaker First Nations and this Agreement is entered into as an interim measure to facilitate the planning and orderly transition from the current policing services to an independent stand alone Police Service;

AND WHEREAS the Parties wish to, subject to and in accordance with the terms of this Agreement, enter into this Agreement to enable peace officers deployed under the RCMP First Nations Community Policing Service to provide policing services for the Little Pine and Poundmaker First Nations.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

SECTION 1: DEFINITIONS

1.1 For the purposes of this Agreement, each of the following terms shall, unless the context otherwise requires, have the meaning set out beside it.

"By-Law" means the by-laws enacted by the Band Councils of Little Pine and Poundmaker First Nations pursuant to the Indian Act, R.S.C. 1985, c. I-5;

"Band Councils" means the councils of the Little Pine and the Poundmaker First Nations;

"Commander of the Cutknife Detachment" means the RCMP employee in charge of the Cutknife Detachment who manages the physical, financial and human resources of the Detachment;

"Commander of the Little Pine-Poundmaker RCMP First Nations Community Policing Unit" mean the RCMP employee in charge of the Little Pine-Poundmaker First Nations Community Policing Unit who reports to the Commander of the Cutknife Detachment;

"Commanding Officer" means the officer of the RCMP, resident in the Province, appointed by the Commissioner to command the "F" Division;

"Commissioner" means the Commissioner of the Royal Canadian Mounted Police;

"Cutknife Detachment" means the organizational component of the sub-division or division of the RCMP which is assigned the prime responsibility for the provision of police services within the Little Pine and the Poundmaker First Nations and that has prescribed territorial boundaries and includes satellite and First Nation Community Policing Unit offices;

"First Nations Policing Policy" means the federal First Nations Policing Policy announced by the Solicitor General of Canada and the Minister of Indian Affairs and Northern Development on June 27, 1991;

"fiscal year" means the twelve month period beginning on April 1 in any year and ending on March 31 in the next year;

"Little Pine First Nation" means the Little Pine Band number 340 which has been established pursuant to the Indian Act;

"Little Pine First Nation Territory" means the Little Pine Reserve number 116 which is a "reserve" as defined in subsection 2(1) of the Indian Act;

"Member" means any member of the RCMP appointed pursuant to the Royal Canadian Mounted Police Act (Canada) and any regulation made pursuant thereto and without limitation includes any regular member, special constable, special constable member, and civilian so appointed;

"Minister" means the Minister of the Province of Saskatchewan responsible for policing services in the Province;

"Parties" means Canada, The Province and the Little Pine and Poundmaker First Nations;

"Police Management Board" means the group established under section 8 of this Agreement;

"Poundmaker First Nation" means the Poundmaker Band number 345 which has been established pursuant to the Indian Act;

"Poundmaker First Nation Territory" means the Poundmaker Reserve number 114 which a "reserve" as defined in subsection 2(1) of the Indian Act;

"Province" means the Province of Saskatchewan;

"RCMP" means the police force for Canada continued under the Royal Canadian Mounted Police Act, and known as the Royal Canadian Mounted Police;

"RCMP First Nations Community Policing Service" means the service under which First Nations members designated as peace officers under paragraph 7(1)(d) of the Royal Canadian Mounted Police Act are employed to provide policing services to First Nation communities pursuant to this Agreement.

1.2 The singular number includes the plural and the plural number includes the singular where such is consistent with the context.

SECTION 2: APPLICATION

2.1 This Agreement applies to the provision of policing services for Little Pine and Poundmaker First Nations and the establishment of the Little Pine - Poundmaker RCMP First Nations Community Policing Unit and forms part of Schedule "B" to the Framework Agreement between Canada, the Province and the Federation of Saskatchewan Indian Nations regarding the provision of the RCMP First Nations Community Policing Service in the Province.

2.2 This Agreement is made pursuant to the Framework Agreement for the RCMP First Nations Community Policing Service entered into between Canada, the Province and the Federation of Saskatchewan Indian Nations on May 18, 1993 (hereinafter referred to as the "Framework Agreement"). Unless this Agreement expressly makes arrangements otherwise, all the provisions of the Framework Agreement apply to this Agreement.

SECTION 3: TERM OF AGREEMENT

3.1 Notwithstanding the date on which this Agreement is executed, this Agreement comes into force on April 1, 1994 and continues in force until March 31, 1997, unless it is terminated pursuant to section 14 of this Agreement.

3.2 Upon the written agreement of the Parties, the provisions of this Agreement will remain in force pending its renewal, extension or renegotiation.

SECTION 4: ROLE AND RESPONSIBILITIES OF CANADA

4.1 Subject to appropriation by Parliament, Canada agrees to provide to the RCMP:

(a) 52% of the Actual Costs of a complement of three (3) Members of the RCMP First Nations Community Policing Service for the Little Pine and the Poundmaker First Nations and the provision of the Little Pine-Poundmaker RCMP First Nations Community Policing Unit in accordance with the terms and conditions set out in the Framework Agreement.

(b) in addition to the Actual costs referred to in subsection 4.1(a) and pursuant to subsection 8.1(b)(xii) of the Framework Agreement, an amount not to exceed $2,964 towards the rental of a third separate living quarters for the use of a Member of the RCMP First Nations Policing Service deployed to the Little Pine and the Poundmaker First Nations. This amount represents 52% of the total estimated cost of renting the separate living quarters from the Little Pine and Poundmaker Band Councils calculated after the rent to be paid by a Member of the Little Pine-Poundmaker RCMP First Nations Community Policing Unit has been decreased from the total cost. Payments will be made in accordance with section 6 of the Framework Agreement.

4.2 In addition to the Actual Costs set out in subsection 4.1(a) and the rental costs set out in subsection 4.1(b) and subject to appropriation by Parliament, Canada agrees to provide to the Police Management Board described in section 7 of this Agreement:

(a) on April 1 of each fiscal year, an amount not to exceed $2,600 for the costs of the Police Management Board described in section 7. This amount represents 52% of the estimated annual costs of the Police

Management Board and includes the honorarium and travel costs of its members; and

(b) on April 1 of each fiscal year, an amount not to exceed $7,800 in each fiscal year for the costs of the Community Support Services described in section 8. This amount represents 52% of the estimated annual costs of the Community Support Services and includes $1000 per month for the salaries or honorarium of its members and $3000 per year in travel costs.

4.3 Canada also agrees to contribute 52% towards the cost of the relocation of the police facilities and separate living quarters as described in section 11.2 up to a maximum of $15,600 within sixty (60) days of its receipt of the invoice from the Little Pine and the Poundmaker First Nations. In no event shall Canada be required to pay more than $15,600 towards the cost of relocating the said buildings.

SECTION 5: ROLE AND RESPONSIBILITIES OF THE PROVINCE

5.1 Subject to appropriation by the Legislature, the Province agrees to provide to the RCMP:

(a) 48% of the Actual Costs of a complement of three (3) Members of the RCMP First Nations Community Policing Service for the Little Pine and the Poundmaker First Nations and the provision of the Little Pine-Poundmaker RCMP First Nations Community Policing Unit in accordance with the terms and conditions set out in the Framework Agreement; and

(b) in addition to the Actual costs referred to in subsection 5.1(a) and pursuant to subsection 8.1(b)(xii) of the Framework Agreement, an amount not to exceed $2,736 towards the rental of a third separate living quarters for the use of a Member of the RCMP First Nations Policing Service deployed to the Little Pine and the Poundmaker First Nations. This amount represents 48% of the total estimated cost of renting the separate living quarters from the Little Pine and Poundmaker Band Councils calculated after the rent to be paid by a Member of the Little Pine-Poundmaker RCMP First Nations Community Policing Unit has been deducted from the total cost. Payments will be made in accordance with section 6 of the Framework Agreement.

5.2 In addition to the Actual Costs set out in subsection 5.1(a) and the rental costs set out in subsection 5.1(b) and subject to appropriation by Legislature, the Province agrees to provide to the Police Management Board described in section 7 of this Agreement:

(a) on a quarterly basis commencing on April 1 of each fiscal year, an amount not to exceed $2,400 for the costs of the Police Management Board described in section 7. This amount represents 48% of the estimated annual costs of the Police Management Board and includes the honorarium and travel costs of its members; and

(b) on a quarterly basis commencing on April 1 of each fiscal year, an amount not to exceed $7,200 in each fiscal year for the costs of the Community Support Services described in section 8. This amount represents 48% of the estimated annual costs of the Community Support Services and includes $1000 per month for the salaries or honorarium of its members and $3000 per year in travel costs.

5.3 The Province also agrees to contribute 48% towards the cost of the relocation of the police facilities and separate living quarters as described in section 11.2 up to a maximum of $14,400 within sixty (60) days of its receipt of the invoice from the Little Pine and the Poundmaker First Nations. In no event shall the Province be required to pay more than $14,400 towards the cost of relocating the said buildings.

SECTION 6: ROLE AND RESPONSIBILITIES OF THE BAND COUNCILS

6.1 The Band Councils of Little Pine and Poundmaker First Nations or their designated representatives shall, pursuant to the provisions of this Agreement:

(a) establish a Police Management Board within sixty (60) days of the signing of this Agreement; and

(b) determine the terms of reference of the Police Management Board within sixty (60) days of the signing of this Agreement.

6.2 The Band Councils of Little Pine and Poundmaker First Nations or their designated representatives may, when facilities are available, provide a community police work station or a complete police building and facility as agreed upon by the Parties.

6.3 The Band Councils will assume joint responsibility for the construction of a separate living quarters at a fair market value of not less than $70,000 and not more than $80,000 for the exclusive use of a Member deployed to the Little Pine-Poundmaker RCMP First Nations Community Policing Unit during the term of this Agreement.

SECTION 7: POLICE MANAGEMENT BOARD

7.1 The Police Management Board to be established by Little Pine and Poundmaker First Nations should be representative of the communities and may include participants who are elders, women, and youth.

7.2 Consistent with this Agreement, the role and responsibility of the Police Management Board will be to:

(a) identify policing issues and concerns of the communities to a representative of the RCMP Little Pine - Poundmaker First Nations Community Policing Unit;

(b) work with the Little Pine - Poundmaker RCMP First Nations Community Policing Unit in seeking solutions to community issues and concerns;

(c) work with the RCMP to develop, in consultation with a representative of the Little Pine - Poundmaker RCMP First Nations Community Policing Unit, the objectives, priorities, goals, strategies and special projects which will assist the communities to address specific community issues and concerns; and

(d) identify desirable attributes for Members of the RCMP First Nations Community Policing Service who are to be considered for deployment to the Little Pine - Poundmaker RCMP First Nations Community Policing Unit.

7.3 The Police Management Board shall meet at least once per month during the first year that this Agreement is in effect and at least once every two months during the second and third year of this Agreement.

7.4 The Police Management Board for Little Pine and Poundmaker First Nations shall consist of no less than five members.

SECTION 8: COMMUNITY SUPPORT SERVICES

8.1 The community support services for the RCMP First Nation Community Policing Service will be provided by one or more Elders from Little Pine and Poundmaker First Nations.

8.2 Little Pine and Poundmaker First Nations agree to supply to the RCMP a list of candidates who may be suitable for that function.

8.3 The individuals, who must be suitable to the RCMP, will be selected in consultations between the Commander of the Little Pine - Poundmaker RCMP First Nations Community Policing Unit and the Police Management Board.

8.4 The Elder(s) will act as a liason between the community and the Little Pine - Poundmaker RCMP First Nations Community Policing Unit and in so doing, enhance the role of the police in the community. In particular, the Elder(s) will:

(a) provide Members of the Little Pine - Poundmaker RCMP First Nations Community Policing Unit with spiritual and cultural advice on sensitive issues within the community;

(b) identify community resources that may be utilized in handling sensitive community issues; and

(c) facilitate workshops, meetings and discussions that will enhance and encourage the level of communication within the community on police related issues.

8.5 The individuals selected will work directly with the Little Pine - Poundmaker RCMP First Nations Community Policing Unit for a minimum of 20 hours per week.

SECTION 9: ROLE AND RESPONSIBILITIES OF THE RCMP

9.1 The RCMP will:

(a) assign three Members of the RCMP First Nations Community Policing Service to provide policing services to, or to assist in, the provision of policing services to Little Pine and Poundmaker First Nations pursuant to this Agreement as soon as practicable within 3 months from the signing of this Agreement;

(b) make best efforts to ensure that Members of the RCMP First Nations Community Policing Service assigned to Little Pine and Poundmaker First Nations are culturally compatible with those communities;

(c) ensure that the process referred to in 9.1(b) will be consensual and be effected through consultation between the Police Management Board and the Commanding Officer of the "F" Division or his designate;

(d) ensure that the Members deployed through the RCMP First Nations Community Policing Service will devote all of their on duty time to the policing needs of Little Pine and Poundmaker First Nations and at least 80% of this time shall be spent within the boundaries of the communities;

(e) ensure that the time spent outside of the community boundaries by the Members of the RCMP First Nations Community Policing Service will be related to the handling of Little Pine and Poundmaker First Nations policing issues, except where an emergency exists, in which case the duties will be determined by the Commander of the Cutknife Detachment;

(f) ensure that regular status reports detailing the policing services provided for Little Pine and Poundmaker First Nations are supplied on a monthly basis to the Band Council or its designated representative and the Police Management Board;

(g) ensure that, where it is deemed appropriate, special reports, in addition to the monthly reports, be provided on request, to the Band Council and the Police Management Board; and

(h) enforce the by-laws made by Little Pine and Poundmaker First Nations pursuant to the following sections of the Indian Act (R.S.C, 1985, c..I-5):

(i) section 81(1)(b) - the regulation of traffic,

(ii) section 81(1)(c) - the observance of law and order,

(iii) section 81(1)(d) - the prevention of disorderly conduct and nuisances,

(iv) section 81(1)(p) - the removal and punishment of persons trespassing on the reserve or frequenting the reserve for prohibited purposes,

(v) section 85.1(a) - prohibiting the sale, barter, supply or manufacture of intoxicants on the reserve of the band,

(vi) section 85.1(b) - prohibiting any person from being intoxicated on the reserve,

(vii) section 85.1(c) - prohibiting any person from having intoxicants in his possession on the reserve,

(or for such other purposes that may be negotiated pursuant to this Agreement.)

9.2 The RCMP will ensure that Members providing service for Little Pine and Poundmaker First Nations receive, in a timely manner, training to allow them to meet the needs of those communities. Such training may consist of, but not be limited to family violence, substance abuse, suicide prevention and other areas which are consistent with the policing needs of Little Pine - Poundmaker First Nations.

9.3 The RCMP will enter into a rental agreement, as lessee, with the Band Councils of the Little Pine and the Poundmaker First Nations for the living quarters referred to in section 7.3.

SECTION 10: ROLE AND RESPONSIBILITIES OF THE RCMP FIRST NATIONS COMMUNITY POLICING SERVICE

10.1 The primary responsibility of the Members deployed through the RCMP First Nations Community Policing Service will be to work in cooperation with Little Pine and Poundmaker First Nations to provide a professional, effective and efficient policing service, in a manner which is responsive and culturally sensitive to those communities.

10.2 In addition to the "Role and Responsibilities of the RCMP", as described in Section 9, the Members deployed through the RCMP First Nations Community Policing Service will:

(a) treat all people equally and with respect;

(b) uphold the Canadian Charter of Rights and Freedoms;

(c) serve and protect the communities;

(d) work with the communities and other agencies to prevent or resolve problems that affect the communities' safety and quality of life;

(e) establish crime prevention initiatives through community education or assist the communities with similar initiatives in their capacity as members of the RCMP-First Nations Community Policing Service;

(f) promote a creative and responsive environment to allow all RCMP Members to deliver community policing services;

(g) enforce federal and provincial laws and such by-laws referred to in Section 10.1(h);

(h) work with the Police Management Board towards the achievement of objectives, priorities, goals, strategies and special projects which will assist the communities to address specific community issues and concerns; and

(i) live in the communities, unless it is otherwise agreed to upon mutual consent of both the Member of the RCMP First Nations Community Policing Service affected and the Police Management Board that the particular Member may live outside the communities.

SECTION 11: SPECIAL PROVISIONS

11.1 During the term of this Agreement it shall be acknowledged by the parties that:

(a) the Members assigned to Little Pine and Poundmaker First Nations through the RCMP First Nations Community Policing Service may be absent from time to time due to illness, holidays or other duty related requirements, in which case the commander of the Cutknife Detachment will ensure that the policing needs of the communities are met;

(b) the Commander of the Cutknife Detachment has the authority and responsibility for the personnel who provide the policing services for Little Pine and Poundmaker First Nations; and

(c) concerns regarding the day to day policing of the communities should be brought to the attention of the Commander of the Little Pine - Poundmaker RCMP First Nations Community Policing Unit or of the Cutknife Detachment as may be appropriate under the circumstances.

11.2 The Band Councils of the Little Pine and the Poundmaker First Nations, with the written agreement of the Commanding Officer, "F" Division, will arrange for the relocation of the existing police office and two separate living quarters from the Little Pine First Nation Territory to a new location which is central to the Little Pine First Nation Territory and the Poundmaker First Nation Territory.

11.3 The Parties agree that the Little Pine and Poundmaker Band Councils shall be responsible for any costs for the relocation of the police facility and two separate living quarters in excess of $30,000.

SECTION 12: INDEMNIFICATION

12.1 The Band Council of the Little Pine and Poundmaker First Nations shall be indemnify and save harmless Canada and Saskatchewan and their respective employees and agents from and against all losses, claims, damages, actions, causes of action, costs and expenses that may arise directly or indirectly out of any act or omission of the Police Management Board or the community support services or their respective members, employees, officers or agents, in the performance of this Agreement. Such indemnity shall survive the Agreement.

12.2 Neither Canada nor Saskatchewan shall be responsible for any bodily or personal injury or property damage of any nature whatsoever that may be suffered or sustained by the respective Band Councils, the Police Management Board, the community support services and their respective members, employees, officers or agents in the performance of this Agreement.

12.3 Canada shall not be held responsible for any incidental, indirect, special or consequential damages or any loss or use, revenue or profit of the Agreement arising out of or in any way related to this Agreement.

SECTION 13: AMENDMENT

13.1 This Agreement may be amended from time to time by written agreement of all Parties.

SECTION 14: TERMINATION

14.1 The Parties may terminate this Agreement with regard to the RCMP First Nations Community Policing Service by giving the other Parties twelve (12) months notice in writing.

SECTION 15: NOTICES

15.1 Any notice or other document required or permitted to be given by one Party to the other Party under this Agreement will be in writing and shall be communicated by registered mail addressed to:

(a) Canada:

Ministry of the Solicitor General
Aboriginal Policing Directorate
340 Laurier Avenue West, 11th floor
Ottawa, Ontario
K1A 0P8
Fax: 613-991-0961

(b) the Province:

Department of Justice of Saskatchewan
1874 Scarth Street
Regina, Saskatchewan
S4P 3V7
Fax: 306-787-9111

(c) First Nation Communities:

The Chief
Little Pine First Nation
P.O. Box 70
Paynton, Saskatchewan
SOM 2JO

The Chief
Poundmaker First Nation
P.O. Box 220
Paynton, Saskatchewan
SOM 2JO

SECTION 16: SAVING PROVISION

16.1 Nothing in this Agreement is in any way intended to replace or amend any obligation that either Party is bound by or required to perform by operation of law.

SECTION 17: DISPUTES

17.1 Any new issue, matter of general concern or dispute arising under this Agreement shall be a matter for consultation and resolution between the Solicitor General, the Minister and Little Pine and Poundmaker First Nations in such manner as they shall see fit.

IN WITNESS WHEREOF the Parties have executed this Agreement as of the day and year first written above.

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

Solicitor General of Canada

Witness

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF SASKATCHEWAN

Minister of Justice

Witness

LITTLE PINE FIRST NATION AS REPRESENTED BY IT'S CHIEF

Witness

POUNDMAKER FIRST NATION AS REPRESENTED BY IT'S CHIEF

Witness

ROYAL CANADIAN MOUNTED POLICE AS REPRESENTED BY THE COMMISSIONER

Commissioner

Witness

SECTION 3

A MEMORANDUM OF AGREEMENT PROVIDING A FRAMEWORK FOR COMMUNITY TRIPARTITE AGREEMENTS FOR THE ROYAL CANADIAN MOUNTED POLICE FIRST NATIONS COMMUNITY POLICING SERVICE IN THE PROVINCE OF PRINCE EDWARD ISLAND

APRIL 1992

THIS AGREEMENT MADE THE 29th DAY OF June, 1993

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY THE SOLICITOR GENERAL OF CANADA
(hereinafter referred to as "Canada")

of the first part

- AND -

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF PRINCE EDWARD ISLAND AS REPRESENTED BY THE MINISTER OF JUSTICE OF PRINCE EDWARD ISLAND
(hereinafter referred to as the "Province")

of the second part

WHEREAS Canada, the Province of Prince Edward Island:

1) recognize the need to contribute to the improvement of the administration of justice, the maintenance of social order, public security and personal safety in First Nations communities;

2) recognize the need to provide First Nations communities with policing services that are professional, effective, efficient and responsive to the unique needs of these communities;

3) recognize the importance of providing policing services for First Nations communities in the Province through the RCMP First Nations Community Policing Service;

4) recognize that First Nations communities must have a role in the administration and management of their policing services and recognize the necessity of entering into negotiations with them to ensure that this role is given expression in the form of Community Tripartite Agreements;

5) recognize the desirability of providing greater responsibility and accountability for the delivery of policing services to the people of Prince Edward Island's First Nations, and, therefore agree, to enter into a tripartite process which will lead to greater responsibility and accountability of policing services to Prince Edward Island First Nations;

6) wish to, subject to and in accordance with the terms of this Agreement, enter into cost-sharing and related agreements to provide policing services to First Nations communities in the Province through the Royal Canadian Mounted Police First Nations Community Policing Service;

7) recognize that the policing services provided for First Nations communities include the enforcement of federal, and provincial statutes and certain band by-laws specified in the Community Tripartite Agreements, the prevention of crime and the maintenance of order;

8) recognize that nothing in this Agreement shall be construed so as to affect, or prejudice or derogate from, any Aboriginal, treaty, constitutional or other rights, privileges or freedoms which have or may accrue to any of the parties;

9) recognize that nothing in this Agreement shall be interpreted as limiting in any way the jurisdiction of the Province in respect of the administration of justice and law enforcement in the Province; and

WHEREAS Section 20 of the Royal Canadian Mounted Police Act provides that the Solicitor General of Canada may, with the approval of the Governor in Council, enter into an arrangement with the government of any province for the use or employment of the Royal Canadian Mounted Police, or any portion thereof, in aiding the administration of justice in the Province and in carrying into effect the laws in force therein;

WHEREAS Section 15 of the Police Act, 1990 (Prince Edward Island) provides that the Minister may, with approval of the Lieutenant Governor in Council, enter into an agreement with the Government of Canada to employ the RCMP to aid in the administration of justice and the enforcement of the laws in force in Prince Edward Island;

WHEREAS by Order in Council P.C. 1993-553 dated March 23, 1993 the Governor in Council authorized the Solicitor General to enter into this Agreement on behalf of the Government of Canada;

WHEREAS by Order in Council P.C. 1992-270 dated February 13, 1992 the Governor in Council transferred to the Solicitor General of Canada the powers, duties and functions of the Minister of Indian Affairs and Northern Development relating to the Indian Policing Services Program.

WHEREAS by Order in Council EC 105/93 dated March 18, 1993 the Lieutenant Governor in Council authorized the Minister to enter into this Agreement on behalf of Prince Edward Island;

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

SECTION 1: DEFINITIONS

1.1 For the purposes of this Agreement, each of the following terms shall, unless the context otherwise requires, have the meaning set out beside it.

"actual costs" means those direct and indirect costs, as described in section 8 of this agreement, incurred by the RCMP in providing policing services to First Nations communities through the RCMP First Nations Community Policing Service during the term of this Agreement;

"band council" means the "council of the band" as defined in section 2 of the Indian Act and, for the purposes of this Agreement, includes local governing bodies of certain Indian communities on Crown land;

"Commissioner" means the Commissioner of the Royal Canadian Mounted Police;

"Community Tripartite Agreement" means an agreement annexed in Schedule "B" entered into between Canada, the Province, and a First Nation community for the provision of the RCMP First Nations Community Policing Service;

"Division" means the organizational component of the RCMP that is responsible for law enforcement and the prevention of crime in the province;

"External Review Committee" means the Committee as defined in the Royal Canadian Mounted Police Act;

"First Nations community" means a "band" as defined in section 2 of the Indian Act and for the purposes of this agreement includes certain Indian communities on Crown land;

"First Nations Policing Policy" means the federal First Nations Policing Policy announced by the Solicitor General of Canada and the Minister of Indian Affairs and Northern Development on June 27, 1991;

"First Nations Territory" means a "reserve" as defined in section 2 of the Indian Act, and for the purposes of this agreement includes certain Indian communities on Crown land;

"fiscal year" means the twelve month period beginning on April 1 in any year and ending on March 31 in the next year;

"**member**" means any member of the RCMP appointed pursuant to the Royal Canadian Mounted Police Act and any regulations made pursuant thereto and without limitation includes any regular member, special constable, special constable member, and civilian so appointed;

"**Minister**" means the Minister of the Province of Prince Edward Island responsible for policing services in the Province;

"**Province**" means the Province of Prince Edward Island;

"**Provincial Police Service Agreement**" means the agreement entered into between the Government of Canada and the Government of the Province of Prince Edward Island on April 1, 1992 for the provision and maintenance of a Provincial Police Service within Prince Edward Island;

"**Public Complaints Commission**" means the Commission as defined in the Royal Canadian Mounted Police Act;

"**RCMP**" means the Royal Canadian Mounted Police;

"**RCMP First Nations Community Policing Service**" means the service (formerly known as the Indian Special Constable Program or the RCMP Option 3(b) Program) under which First Nations members designated as peace officers under paragraph 7(1)(d) of the Royal Canadian Mounted Police Act are employed to provide policing services to First Nations communities pursuant to this Agreement or a Community Tripartite Agreement annexed in Schedule "B";

"**Solicitor General**" means the Solicitor General of Canada.

SECTION 2: APPLICATION

2.1 This Agreement applies to the provision of policing services to First Nations communities through the RCMP First Nations Community Policing Service pursuant to Community Tripartite Agreements made in accordance with the First Nations Policing Policy.

SECTION 3: SCHEDULES

3.1 The following Schedules are hereby incorporated into and constitute part of this Agreement:

(a) Schedule "A" - Fiscal year budget projection for the RCMP First Nations Community Policing Service in the Province to participating First Nations communities; and

(b) Schedule "B" - Community Tripartite Agreements.

SECTION 4: TERM OF AGREEMENT

4.1 Notwithstanding the date on which this Agreement is executed, this Agreement comes into force on April 1, 1992 and continues in force until March 31, 1997, unless it is terminated pursuant to this Agreement.

SECTION 5: MANAGEMENT OF THE RCMP FIRST NATIONS COMMUNITY POLICING SERVICE

5.1 The internal management of the RCMP First Nations Community Policing Service, including its administration and the determination and application of professional police procedures, shall remain under the control of Canada.

5.2 The level of policing service by the RCMP First Nations Community Policing Service shall meet the level mutually agreed upon by the Solicitor General, the Minister and the First Nation community in consultation with the Commissioner.

5.3 The minimum standard of policing by the RCMP First Nations Community Policing Service shall meet the standard as determined by the Commissioner in consultation with the Minister.

5.4 The level of policing service as agreed upon between the parties under section 5.2 shall not be less than the minimum standard as determined under section 5.3.

SECTION 6: ROLES AND RESPONSIBILITIES OF CANADA

6.1 Subject to appropriation by Parliament and subject to any other terms of this Agreement, Canada agrees during the term of this Agreement to provide 52% of the actual costs of the RCMP First Nations Community Policing Service up to the amount set out in the total budget projection in Schedule "A".

6.2 On presentation of invoices by the RCMP, on June 30, September 30, December 31 and March 31 of each fiscal year, Canada agrees to:

(a) reimburse the RCMP 52% of the actual costs of the RCMP First Nations Community Policing Service in interim payments on June 30, September 30, December 31 and March 31 of each fiscal year, which payments shall be due 60 days from date of invoice from the RCMP;

(b) make all payments by Interdepartmental Settlement Notice sent to the Commissioner in Ottawa or as directed otherwise by the Commissioner.

6.3 Any deficiency or overpayment of 52% of the actual costs of the RCMP First Nations Community Policing Service by Canada for the fiscal year shall be credited or debited, as the case may be, in conjunction with the June 30 interim payment of the succeeding fiscal year.

6.4 Where a Community Tripartite Agreement comes into force during the term of this Agreement, the Community Tripartite Agreement will, for the purposes of the calculation of Canada's contribution to the actual costs under section 6.1, be deemed to begin on the first day of the fiscal year in which the Community Tripartite Agreement comes into force.

6.5 Where the Community Tripartite Agreement is deemed under subsection 6.4 to begin on April 1 of the fiscal year to which it applies, all interim payments from Canada to the RCMP subsequent to the date on which the Community Tripartite Agreement actually comes into force will be recalculated and adjusted to reflect the cost shared arrangements pursuant to this Agreement, and all interim payments already made prior to the date on which the Community Tripartite Agreement actually enters into force will be recalculated and adjusted at the time the March 31 interim payment is made by Canada under section 6.2(a).

6.6 Canada will, in the provision of the administrative support for the RCMP First Nations Community Policing Service:

(a) coordinate the financial and administrative arrangements as set out in this Agreement; and

(b) in consultation with the Commissioner, participate in any negotiations involving the Province and First Nations communities regarding the development of Community Tripartite Agreements for the delivery of policing services to First Nations communities through the RCMP First Nations Community Policing Service.

SECTION 7: ROLES AND RESPONSIBILITIES OF THE PROVINCE

7.1 Subject to appropriation by the Legislature and subject to any other terms of this Agreement, the Province agrees during the term of this Agreement to provide 48% of the actual costs of the RCMP First Nations Community Policing Service up to the amount set out in the total budget projection in Schedule "A".

7.2 On presentation of invoices by the RCMP for the quarterly periods ending on June 30, September 30, December 31 and March 31 of each fiscal year, the Province agrees to:

(a) reimburse the RCMP 48% of the actual costs of the RCMP First Nations Community Policing Service in interim payments such payments shall be due 60 days from the date of the invoice from the RCMP;

(b) make all payments by cheque payable to the Receiver General for Canada and sent to the Commissioner in Ottawa or as directed otherwise by the Commissioner.

7.3 Any deficiency or overpayment of 48% of the actual costs of the RCMP First Nations Community Policing Service by the Province for the fiscal year shall be credited or debited, as the case may be, in conjunction with the June 30 interim payment of the succeeding fiscal year.

7.4 Where a Community Tripartite Agreement comes into force during the term of this Agreement, this Agreement will, for the purposes of the calculation of the Province's share of the actual costs under section 7.1, be deemed to begin on the first day of the fiscal year in which the Community Tripartite Agreement comes into force.

7.5 Where the Community Tripartite Agreement is deemed under subsection 7.4 to begin on April 1 of the fiscal year to which it applies, all interim payments from the Province to the RCMP subsequent to the date on which the Community Tripartite Agreement actually comes into force will be recalculated and adjusted to reflect the cost shared arrangements pursuant to this Agreement, and all interim payments already made prior to the date on which the Community Tripartite Agreement actually enters into force will be recalculated and adjusted at the time the March 31 interim payment is made by the Province under section 7.2(a).

7.6 The Province will:

(a) in consultation with Canada take such steps as may reasonably be necessary to inform First Nations communities of the availability of the RCMP First Nations Community Policing Service; and

(b) participate in any negotiations involving Canada and First Nations communities regarding the development of Community Tripartite Agreements for the delivery of policing services to First Nations communities through the RCMP First Nations Community Policing Service.

SECTION 8: BASIS OF PAYMENT

8.1 Actual costs referred to in this Agreement shall include the following eligible expenditures made by the RCMP in each fiscal year:

a) the direct cost of the RCMP First Nations Community Policing Service in the Province including:

i) all operation and maintenance costs such as salaries and wages, transportation and travel, information, professional services, rentals, repair, utilities and supplies and miscellaneous operational expenses as established by the RCMP Expenditure Coding Dictionary; and

ii) all costs of equipment purchased;

b) the indirect cost of the RCMP First Nations Community Policing Services, including:

i) for the Fiscal Years beginning April 1, 1992 and April 1, 1993, the cost to Canada of Pension contributions calculated as 13.3 per cent of pensionable salaries in respect of members employed in the RCMP First Nations Community Policing Service; thereafter the cost of all Pension contributions with respect to members of the RCMP First Nations Community Policing Service shall be such cost as determined pursuant to the Provincial Police Service Agreement;

ii) for the Fiscal Year beginning April 1, 1992, 50 per cent of the cost to Canada of the employer's contributions for unemployment insurance in respect of members employed in the RCMP First Nations Community Policing Service;

iii) for the Fiscal Year beginning April 1, 1993 and for subsequent Fiscal Years, the full cost to Canada of such employer's contributions for unemployment insurance in respect of members employed in the RCMP First Nations Community Policing Service;

iv) the cost of divisional headquarters administration support for the RCMP First Nations Community Policing Service, calculated by dividing the total cost of such administration including pension contributions by the average number of all the members in the Division for the fiscal year (excluding members who are assigned to divisional administration) and multiplying the result by the average number of members employed in the RCMP First Nations Community Policing Service in the Province for the fiscal year;

v) for the Fiscal Years beginning April 1, 1992 and April 1, 1993, the cost of recruit training shall be calculated by dividing the cost of such training (including Pension contributions and excluding recruit salaries and accommodation) by the total number of members employed in the RCMP as of April 1 in each of those Fiscal Years and multiplying by the number of members in the RCMP First Nations Community Police Service in the Province on April 1, 1992 and April 1, 1993 respectively;

vi) for the Fiscal Years beginning April 1, 1994 and for subsequent Fiscal Years, the cost of recruit training shall be the product obtained by multiplying $3500.00 by the average number of members employed in the RCMP First Nations Community Police Service in the Province for the Fiscal Year;

vii) the cost of the Police Information Retrieval System, calculated by multiplying the number of members employed in the RCMP First Nations Community Policing Service in the Province who have direct access to the system by the amount of the fee set out in the Royal Canadian Mounted Police, Police Information Retrieval System Fees Order, as amended from time to time;

viii) for the Fiscal Year beginning April 1, 1992, 50 per cent of the cost to Canada of operating the External Review Committee and the Public Complaints Commission, determined by dividing the total such cost by the average number of RCMP members employed in Canada for the Fiscal Year and multiplying the result by the average number of members employed in the RCMP First Nations Community Policing Service in the Province for the Fiscal Year and thereafter 100% of those costs;

ix) the cost of the RCMP Aboriginal Policing Program Officers in the Province, including salaries, pension contributions and operation and maintenance costs;

x) the cost of support staff for the RCMP First Nations Community Policing Service in the Province including salaries, wages, pension contributions, and operation and maintenance costs;

xi) the cost of accommodation for use by the RCMP First Nations Community Policing Service in the Province for which the RCMP does not pay rent shall be determined by multiplying the amount of the gross space on April 1 for the Fiscal Year beginning April 1, 1992 by the rate of $7.50 per square foot ($80.73 per square meter); the rate for the

Fiscal Year beginning April 1, 1993 and for subsequent Fiscal Years shall be $10.00 per square foot ($107.64 per square meter); such space shall not include the following:

i) separate living quarters;

ii) any building or parts thereof occupied exclusively by the RCMP for any purpose other than the RCMP First Nations Community Policing Service; and

iii) those parts of divisional headquarters administration buildings that are not occupied by the RCMP First Nations Community Policing Service Members determined on a proportional basis relative to the total occupancy of the buildings.

xii) the cost of accommodation for use by the RCMP First Nations Community Policing Service in the Province not provided for under sections 8.1(a)(i) or 8.1(b)(xi), but otherwise provided for under specific terms and conditions of a Community Tripartite Agreement.

8.2 The accommodation referred to in subsection 8.1(b)(xii) shall be to the satisfaction of the Commissioner.

8.3 For the purposes of determining actual costs pursuant to this section, any member of the RCMP First Nations Community Policing Service who is on:

a) sick leave or suspended for more than 30 consecutive days,

b) parental leave,

c) a training course not related to the RCMP First Nations Community Policing Service, or

d) pension retirement leave,

shall be deemed not to be in the RCMP First Nations Community Policing Service and the costs relating thereto shall be allocated to divisional administration.

8.4 There shall be deducted from the actual costs payable by the Province in respect to the RCMP First Nations Community Policing Service:

a) any refunds or reimbursements subsequently obtained by the RCMP with respect to any expenses that were paid by the Province as a direct cost;

b) the revenue received from leased accommodations and quarters deductions from members employed in the RCMP First Nations Community Policing Service; and

c) 48% of any amount received by RCMP from the sale, transfer out of the RCMP First Nations Community Policing Service or other disposition of any equipment that cost less than $100,000 and that was purchased for use in the RCMP First Nations Community Policing Service.

8.5 The cost of the RCMP First Nations Community Policing Service in the Province shall not include the cost of inter-divisional transfers of personnel.

8.6 Except where the following services are paid by Health and Welfare Canada, the Province shall pay 100% of the expenses incurred by the RCMP First Nations Community Policing Service in relation to:

(a) hospitalization, medical examination or treatment, including mental health examination or treatment, for any person in the custody of the RCMP, except where such costs have been incurred in the obtaining of evidence; and

(b) conveyance by a third party that is obtained by a member of the RCMP First Nations Community Policing Service for a disabled, injured, ill or deceased person where the cost of the service is not paid by or on behalf of the person or their estate.

8.7 The Province shall pay 100% of the expenses incurred by the RCMP First Nations Community Policing Service in relation to witness fees, transportation, maintenance and escort costs for persons (except for members of the RCMP) required as witnesses in criminal and civil proceedings and proceedings under provincial laws.

8.8 The Provincial Policing Agreement shall be credited with the amount paid by the Province for accommodation supplied by Canada under this Agreement.

SECTION 9: EQUIPMENT AND ASSETS

9.1 Canada shall supply to the RCMP First Nations Community Policing Service equipment of a standard and quantity that is necessary to carry out its responsibilities under this Agreement.

9.2 In the event of the expiry or termination of this Agreement;

(a) the ownership of any item of equipment that was purchased by Canada for the

RCMP First Nations Community Policing Service shall, at the option of the Province:

(i) be transferred to the Province, upon payment to Canada of an amount equal to the amount that the current market value exceeds the amount, exclusive of interest, already paid to Canada by the Province for an item of equipment; or

(ii) remain vested in Canada, in which case Canada shall credit the Province with any amount by which the current market value exceeds the amount that Canada paid for that item of equipment.

(b) where any such item of equipment was purchased by Canada prior to the date of this Agreement for the RCMP First Nations Community Policing Service, upon such expiry or termination the Province may, at its option, acquire ownership of the equipment by paying to Canada the fair market value, as determined by an independent appraisal obtained by Canada, at the applicable cost-sharing ratio as set out in section 7.1 of this Agreement;

(c) where any item of equipment that:

(i) cost $100,00.00 or more;

(ii) was purchased by Canada at any time for the RCMP First Nations Community Policing Service; and

(iii) was sold by Canada or transferred from the RCMP First Nations Community Policing Service;

Canada shall credit the Province with any amount by which the current market value exceeds the aggregate of payments, exclusive of interest, made by the Province in respect of that item.

9.3 Subject to any necessary approval by the Governor in Council and the Treasury Board of Canada, the ownership of any land and buildings held by Canada for the RCMP First Nations Community Policing Service and no longer required by Canada may, at the option of the Province, be acquired by the Province upon payment by the Province of the fair market value, as determined by an independent appraisal obtained by Canada.

SECTION 10: FINANCIAL PLANNING

10.1 The Commanding Officer shall consult with the Minister on or before September 1 of

each year to establish:

i) the number of Members and Support Staff required for the RCMP First Nations Community Policing Service;

ii) any budgetary limits for the RCMP First Nations Community Policing Service being placed upon the RCMP by the Province;

10.2 The Commanding Officer shall communicate the results of the consultation with the Minister to the Commissioner, who shall complete a budget projection for the next fiscal year, including:

i) all direct and indirect costs for the RCMP First Nations Community Policing Service;

ii) an inflation factor for all operational and maintenance costs, excluding salaries, based on the Consumer Price Index for the last twelve month period; and

iii) a best estimate that reflects the most probable adjustments to salaries.

10.3 The Commissioner shall, prior to February 1 of each fiscal year, provide the Solicitor General with the budget projection prepared in accordance with section 10.2 for the next fiscal year covered by this Agreement.

10.4 Where the Solicitor General agrees with the budget projection provided in section 10.3, the budget projection shall be submitted to the Minister prior to April 1 of the fiscal year for which the budget projection pertains.

10.5 Where the Minister agrees with the budget projection provided by the Solicitor General in 10.4, Schedule "A" shall be amended pursuant to section 12 to reflect the costs agreed upon for that fiscal year.

10.6 Where the Commissioner seeks to amend the budget projection during the fiscal year, he shall provide an amended budget projection, with explanations, to the Solicitor General.

10.7 Where the Solicitor General agrees with the amended budget projection provided in section 10.6, the amended budget projection shall be submitted to the Minister without delay.

10.8 Where the Minister agrees with the amended budget projection provided in 10.7, Schedule "A" shall be amended pursuant to section 12 for that fiscal year.

SECTION 11: ROLES AND RESPONSIBILITIES OF THE RCMP

11.1 The Commissioner will:

(a) recruit, train, assign and supervise First Nations members to provide policing services to First Nations communities as set out in Schedule "A";

(b) ensure that First Nation members deployed in the RCMP First Nations Community Policing Service will devote all of their on duty time to the policing needs of First Nations communities with at least 80% of this time to be spent within the boundaries of those communities;

(c) provide to the Band Council of each First Nation community, or its designated representative, individual regular status reports as well as special reports as may appropriately be requested by the Band Council on policing services provided to the community;

(d) provide the Solicitor General and the Minister with an annual report on the RCMP First Nations Community Policing Service prior to July 31 of each fiscal year, which will include a detailed accounting of all expenditures for the RCMP First Nations Community Policing Service for the previous fiscal year and such information as the Solicitor General directs; and

(e) upon receiving reasonable notice, shall provide the Minister with any additional information relating to the financial implications of the RCMP First Nations Community Policing Service, including the results of any internal audit conducted by the RCMP.

SECTION 12: AMENDMENT

12.1 This Agreement may be amended at any time by the written agreement of Canada and the Province.

SECTION 13: EXTENSION

13.1 Upon the written agreement of Canada and the Province the provisions of this Agreement will remain in force pending its renewal, extension or renegotiation.

SECTION 14: TERMINATION

14.1 This Agreement may be terminated on March 31 of any year by either party to this

Agreement giving the other parties to this Agreement notice in writing of such termination twelve (12) months prior to the date of the intended termination.

14.2 In the event that this Agreement is terminated, a final adjusting payment will be made by the Province to the RCMP, if necessary, or by the Canada to the RCMP, if necessary, at the end of the last fiscal year in which the policing services under the RCMP First Nations Community Policing Service were delivered.

14.3 The final adjusting payment referred to in Section 14.2 will ensure that Canada's share represents 52% and the Provinces's share 48% of the actual costs of the RCMP First Nations Community Policing Service.

SECTION 15: RECOGNITION OF CONTRIBUTION

15.1 The Province will ensure that Canada's contribution to the provision of policing services to First Nations communities in the Province through the RCMP First Nations Community Policing Service is acknowledged at the same time and to the same extent as the contribution of the Province in any materials or communications intended for the public or for concerned individuals or groups, including press releases, published reports, radio and television programs and public meetings.

15.2 Canada will ensure that the Province's contribution to the provision of policing services to First Nations communities in the Province through the RCMP First Nations Community Policing Service is acknowledged at the same time and to the same extent as the contribution of Canada in any materials or communications intended for the public or for concerned individuals or groups, including press releases, published reports, radio and television programs and public meeting.

SECTION 16: MEMBERS OF THE HOUSE OF COMMONS AND SENATE

16.1 No member of the House of Commons or Senate shall be admitted to any share or part of this Agreement or to any benefits to arise there from.

SECTION 17: NOTICES

17.1 Any notice or other document required or permitted to be given by one party to the other party under this Agreement will be in writing and shall be communicated by registered mail addressed to:

(a) Canada:

Ministry of the Solicitor General
Aboriginal Policing Directorate
340 Laurier Avenue West, 11th floor
Ottawa, Ontario
K1A 0P8
Fax: 613-991-0961

(b) the Province:

Department of Justice and Attorney General
P.O. Box 2000
Charlottetown, Prince Edward Island
C1A 7N8

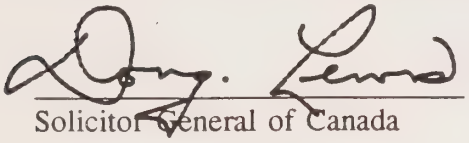
SECTION 18: DISPUTES

18.1 Any new issue, matter of general concern or dispute arising under this Agreement, including Schedule "A" shall be a matter for consultation and resolution between the Solicitor General and the Minister in such manner as they shall see fit, however they shall endeavour to resolve such issues prior to June 30 of the fiscal year.

18.2 Any new issue, matter of general concern or dispute arising from Schedule "B" of this agreement shall be a matter for consultation and resolution among the parties to the Community Tripartite Agreements in a manner as they shall see fit.

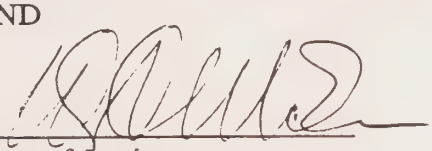
IN WITNESS WHEREOF the parties have executed this Agreement as of the day and year first written above.

HER MAJESTY THE QUEEN IN RIGHT OF CANADA



Solicitor General of Canada

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF PRINCE EDWARD ISLAND



Minister of Justice

SCHEDULE A

BUDGET PROJECTION FOR THE RCMP FIRST NATIONS COMMUNITY POLICING SERVICE IN THE PROVINCE TO PARTICIPATING FIRST NATIONS COMMUNITIES 1992 - 1993

DETACHMENT FIRST NATIONS COMMUNITY	COMPLEMENT	BUDGET
Summerside Lennox Island	1	$93,093
BUDGET PROJECTION	**1**	**$93,093**

SCHEDULE "B"

COMMUNITY TRIPARTITE AGREEMENTS

SECTION 4

A MEMORANDUM OF AGREEMENT PROVIDING A FRAMEWORK FOR COMMUNITY TRIPARTITE AGREEMENTS FOR THE ROYAL CANADIAN MOUNTED POLICE FIRST NATIONS COMMUNITY POLICING SERVICE IN THE PROVINCE OF BRITISH COLUMBIA

APRIL 1, 1993

PROVINCE OF BRITISH COLUMBIA

RCMP FIRST NATIONS COMMUNITY POLICING SERVICE AGREEMENT

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Memorandum of Agreement dated as of April 1, 1993

BETWEEN:

THE GOVERNMENT OF CANADA (herein called "Canada"),

AND

THE GOVERNMENT OF THE PROVINCE OF BRITISH COLUMBIA (herein called the "Province").

WHEREAS Canada and the Province of British Columbia:

1) recognize the need to contribute to the improvement of the maintenance of social order, public security and personal safety in First Nations Communities;

2) recognize the need to provide First Nations Communities with policing services that are professional, effective, efficient and responsive to the unique needs of these communities;

3) recognize the importance of providing policing services for First Nations Communities in the Province through the RCMP First Nations Community Policing Service;

4) recognize that First Nations Communities must have a role in the administration and management of their policing services and recognize the necessity of entering into negotiations with them to ensure that this role is given expression in the form of Community Tripartite Agreements;

5) recognize the desirability of providing greater responsibility and accountability for the delivery of policing services to the people of British Columbia's First Nations, and, therefore agree, to enter into a tripartite process which will lead to greater responsibility and accountability of policing services to British Columbia First Nations;

6) recognize the principle that First Nations Communities, in keeping with their increased role in determining policing arrangements, should contribute financially to the extent of their existing or future ability to pay, either in cash or in kind, towards the cost of providing First Nations policing services. Contributions under this provision would accrue equally to reduction of federal and provincial cost shares;

7) recognize the need to continue the RCMP First Nations Community Policing Service, and the need to provide such additional positions in the RCMP First Nations Community Policing Service as may be subsequently agreed to under Community Tripartite Agreements;

8) wish to, subject to and in accordance with the terms of this Agreement, enter into cost-sharing and related agreements to provide policing services to First Nations Communities in the Province through the RCMP First Nations Community Policing Service;

9) recognize that the policing services provided for First Nations Communities include the enforcement of federal and provincial statutes and certain band by-laws specified in the Community Tripartite Agreements, the prevention of crime and the maintenance of order;

10) recognize that nothing in this Agreement shall be construed so as to affect, or prejudice or derogate from, any Aboriginal, treaty, constitutional or other rights, privileges or freedoms which have or may accrue to Canada, the Province or any First Nations Community;

11) recognize that nothing in this Agreement prejudices or limits the ability of the parties to negotiate, at any time, different terms for providing policing services to First Nations under any other agreement; and

WHEREAS Section 20 of the Royal Canadian Mounted Police Act (Canada) provides that the Solicitor General of Canada may, with the approval of the Governor in Council, enter into an arrangement with the government of any province for the use or employment of the Royal Canadian Mounted Police, or any portion thereof, in aiding the administration of justice in the Province and in carrying into effect the laws in force therein;

WHEREAS Section 14 of the Police Act (British Columbia) provides that the Attorney General of British Columbia may, with the approval of the Lieutenant Governor in Council, enter into, execute and carry out an agreement with Canada authorizing the Royal Canadian Mounted Police to carry out the powers and duties of the provincial police force;

WHEREAS by Order in Council P.C. 1993-553 dated March 23, 1993 the Governor in Council authorized the Solicitor General to enter into this Agreement on behalf of the Government of Canada;

WHEREAS by Order in Council P.C. 1992-270 dated February 13, 1992 the Governor in Council transferred to the Solicitor General of Canada the powers, duties and functions of the Minister of Indian Affairs and Northern Development relating to the Indian Policing Services Program.

THE PARTIES AGREE AS FOLLOWS:

ARTICLE 1.0: INTERPRETATION

1.1 In this agreement, each of the following terms shall, unless the context otherwise requires, have the meaning set out beside it:

a) **"Actual Costs"** means those direct and indirect costs, as described in Article 10 of this agreement, incurred by the RCMP in providing policing services to First Nations Communities through the RCMP First Nations Community Policing Service during the term of this Agreement;

b) **"Attorney General"** means the chief law officer of the Province;

c) **"Band Council"** means the "council of the band" as defined in section 2 of the Indian Act (Canada) and, for the purposes of this Agreement, includes local governing bodies of certain Indian communities on Crown land;

d) **"Commanding Officer"** means the officer of the RCMP, resident in the Province, appointed by the Commissioner to command the Division;

e) **"Commissioner"** means the Commissioner of the RCMP;

f) **"Community Tripartite Agreement"** means an agreement annexed in Schedule "B" entered into between Canada, the Province, and a First Nations Community for the provision of the RCMP First Nations Community Policing Service;

g) **"Detachment"** means an organizational component of the division that has prescribed territorial boundaries and includes satellite and community service offices;

h) **"Division"** means the organizational component of the RCMP that is responsible for law enforcement and the prevention of crime in the Province;

i) **"External Review Committee"** means the Committee as defined in the Royal Canadian Mounted Police Act (Canada);

j) **"First Nation Community"** means a "band" as defined in section 2 of the Indian Act and for the purposes of this Agreement includes certain Indian Communities on Crown land;

k) **"First Nation Territory"** means a "reserve" as defined in section 2 of the Indian Act, and for the purposes of this agreement includes certain Indian communities on Crown land;

l) **"Fiscal Year"** means the period beginning on April 1 in any year and ending on March 31 in the next year;

m) **"Member"** means any member of the RCMP appointed pursuant to the Royal Canadian Mounted Police Act (Canada) and any regulations made pursuant thereto and without limitation includes any regular member, special constable, special constable member, and civilian so appointed;

n) **"Minister"** means the Minister of the Province of British Columbia responsible for policing services in the Province;

o) **"Municipal Police Service"** means the aggregate of resources and Members employed by Canada to provide policing services in any Municipality under an agreement with the Province, but does not include those resources and Members employed primarily in:

i) policing services of a national or international nature, such as forensic laboratories, the Canadian Police Information System, identification services and the Canadian Police College;

ii) national security investigation services;

iii) protective security such as security at embassies and airports, and security for internationally protected persons;

iv) services provided to or on behalf of federal government departments;

v) the Provincial Police Service provided under a separate agreement; and

vi) the RCMP First Nations Community Policing Service provided under this Agreement.

p) **"Municipal Policing Agreement"** mean an Agreement dated as of April 1, 1992 between Canada and the Province for the provision by Canada of Municipal Police Services.

q) **"Municipality"** means any city, town, village, hamlet or other organized area that is designated as such by any law of the Province;

r) **"Pension Contribution"** means, with respect to any Member or federal public service employee, the aggregate of the employer's contributions made under the Royal Canadian Mounted Police Superannuation Act (Canada), the Supplementary Retirement Benefits Act (Canada), the Public Service Superannuation Act (Canada) and the Canada Pension Plan (Canada);

s) **"Program Administrators"** means the RCMP First Nations Community Policing Service Members and Support Staff assigned to the administration of RCMP First Nations Community Policing Service at the headquarters of the Division;

t) **"Province"** means the Province of British Columbia;

u) **"Provincial Police Service Agreement"** means the agreement dated as of April 1, 1992 between Canada and the Province for the provision by Canada of Provincial Police Services;

v) **"Provincial Police Service"** means the aggregate of resources, Members and Support Staff employed by Canada to provide policing services in the Province, but does not include those resources, Members and Support Staff employed primarily in:

i) policing services of a national or international nature, such as forensic laboratories, the Canadian Police Information System, identification services and the Canadian Police College;

ii) national security investigation services;

iii) protective security such as security at embassies and airports, and security for internationally protected persons;

iv) services provided to or on behalf of federal government departments;

v) a Municipal Police Service provided under a separate agreement; and

vi) the RCMP First Nations Community Policing Service provided under this Agreement.

w) **"Public Complaints Commission"** means the Commission as defined in the Royal Canadian Mounted Police Act (Canada);

x) **"RCMP"** means the police force for Canada continued under the Royal Canadian Mounted Police Act (Canada), and known as the Royal Canadian Mounted Police;

y) **"RCMP First Nations Community Policing Service"** means the aggregate of the resources, Members and Support Staff employed by Canada to provide policing services in the First Nations Community but does not include those resources, Members and Support Staff employed primarily in:

(i) policing services of a national or international nature, such as forensic laboratories, the Canadian Police Information System, identification services and the Canadian Police College;

(ii) national security investigation services;

(iii) protective security such as security at embassies and airports, and security for internationally protected persons;

(iv) services provided to or on behalf of federal government departments; and

(v) the Provincial Police Service or a Municipal Police Service;

z) **"Salary"** includes Pension Contributions and employer's unemployment insurance contributions;

aa) **"Solicitor General"** means the Solicitor General of Canada.

bb) **"Support Staff"** means all those persons who are employed by Canada in the Province as public service and casual employees in support of the RCMP First Nations Community Policing Service and who are not Members;

1.2 The singular number includes the plural and the plural number includes the singular where such is consistent with the context.

ARTICLE 2.0: APPLICATION

2.1 This Agreement applies to the provision of policing services to First Nations Communities through the RCMP First Nations Community Policing Service pursuant to Community Tripartite Agreements.

2.2 Canada shall, subject to and in accordance with the terms and conditions of this Agreement, provide and maintain a RCMP First Nations Community Policing Service within the Province during the term of this Agreement.

2.3 Canada is hereby authorized by the Province to carry out the powers and duties of the provincial police force for the purpose of providing the RCMP First Nations Community Policing Service in accordance with this Agreement.

ARTICLE 3.0: SCHEDULES

3.1 The following Schedules are hereby incorporated into and constitute part of this Agreement:

(a) Schedule "A" - The Fiscal Year budget projection, including the detachment and First Nation Communities served by the RCMP First Nations Community Policing Service, the number of members and support staff as adjusted from time to time in accordance with Article 17.

(b) Schedule "B" - Community Tripartite Agreements as may be entered into from time to time by Canada, the Province and First Nations Communities and which will be substantially in accordance with the sample Agreement attached hereto at Schedule B.

3.2 As and when Community Tripartite Agreements are entered into, original signed copies of those Community Tripartite Agreements shall be attached hereto and shall, from the date of the Community Tripartite Agreement be constituted as part of Schedule "B".

ARTICLE 4.0: SUBJECT MATTER

4.1 Those Members who form part of the RCMP First Nations Community Policing Service shall:

a) perform the duties of peace officers; and

b) render such services as are necessary to:

i) preserve the peace, protect life and property, prevent crime and offences against the laws of Canada and the Province, apprehend criminals, offenders and others who may be lawfully taken into custody; and

ii) execute all warrants and perform all duties and services in relation thereto that may, under the laws of Canada or the Province, be executed and performed by peace officers.

4.2 The RCMP First Nations Community Policing Service shall not be required to perform any duties or provide any services which are not appropriate to the effective and efficient delivery of police services in the Province.

ARTICLE 5.0: MANAGEMENT OF THE RCMP FIRST NATIONS COMMUNITY POLICING SERVICE

5.1 The internal management of the RCMP First Nations Community Policing Service, including its administration and the determination and application of professional police procedures, shall remain under the control of Canada.

5.2 The minimum standard of policing by the RCMP First Nations Community Policing Service shall meet the standard as determined by the Commissioner in consultation with the Minister.

5.3 The level of policing service by the RCMP First Nations Community Policing Service shall meet the level mutually agreed upon by the Solicitor General, the Minister and the Band Council of a First Nation Community in consultation with the Commissioner but shall not be inconsistent with the level of policing service as determined by the Minister for the Provincial Police Service.

5.4 The level of policing service as agreed upon between the parties under subarticle 5.3 and shall not be less than the minimum standard as determined under subarticle 5.2.

5.5 Nothing in this Agreement shall be interpreted as limiting in any way the jurisdiction of the Province in respect of the administration of justice and law enforcement in the Province.

ARTICLE 6.0: ROLES AND RESPONSIBILITIES OF CANADA

6.1 Canada shall:

a) subject to appropriation by Parliament and subject to any other terms of this Agreement, provide in respect to each Fiscal Year 52% of the Actual Costs of the RCMP First Nations Community Policing Service up to the amount set out in the total budget projection in Schedule "A".

b) in the provision of the administrative support for the RCMP First Nations Community Policing Service, coordinate the financial and administrative arrangements as set out in this Agreement;

c) participate in any negotiations involving the Province and First Nations Communities regarding the development of Community Tripartite Agreements for the delivery of policing services for First Nations Communities through the RCMP First Nations Community Policing Service;

d) increase the number of Members and Support Staff of the RCMP First Nations Community Policing Service as soon as practicable within one year from the agreement of the parties to a Community Tripartite Agreement;

e) reduce the number of Members and Support Staff of the RCMP First Nations Community Policing Service as soon as practicable within one year:

(i) of receipt of a notification to terminate a Community Tripartite Agreement, or

(ii) from the execution of an agreement of the parties to a Community Tripartite Agreement to reduce the number of Members and Support Staff of the RCMP First Nations Community Policing Service; and

f) ensure that the Province's contribution to the provision of the policing services for First Nations Communities in the Province through the RCMP First Nations Community Policing Service is acknowledged at the same time and to the same extent as the contribution of Canada in any materials or communications intended for the public or for concerned individuals or groups, including press releases, published reports, radio and television programs and public meeting.

ARTICLE 7.0: ROLES AND RESPONSIBILITIES OF THE PROVINCE

7.1 The Province shall:

a) subject to an appropriation being available for the payment in the Fiscal Year when the payment falls due, in accordance with Section 25 of the Financial Administration Act (British Columbia), and subject to any other terms of this Agreement, in respect of each Fiscal Year pay to Canada 48% of the Actual Costs of the RCMP First Nations Community Policing Service as determined in accordance with Article 10 up to the amount set out in the total budget projection in Schedule "A".

b) in consultation with Canada, take such steps as may reasonably be necessary to inform First Nations Communities of the availability of the RCMP First Nations Community Policing Service;

c) participate in any negotiations involving Canada and First Nations Communities regarding the development of Community Tripartite Agreements for the delivery of policing services for First Nations Communities through the RCMP First Nations Community Policing Service; and

d) ensure that Canada's contribution to the provision of policing services for First

Nations Communities in the Province through the RCMP First Nations Community Policing Service is acknowledged at the same time and to the same extent as the contribution of the Province in any materials or communications intended for the public or for concerned individuals or groups, including press releases, published reports, radio and television programs and public meetings.

ARTICLE 8.0: ROLES AND RESPONSIBILITIES OF A BAND COUNCIL

8.1 The Band Council of a First Nations Community or its designated representative may pursuant to the provisions of a Community Tripartite Agreement:

a) set objectives, priorities and goals of the RCMP First Nations Community Policing Service for that community that are not inconsistent with those of the Minister for the Provincial Police Service;

b) assist in the identification and implementation of community oriented policing initiatives; and

c) bring concerns regarding the day to day policing of the First Nation Community to the attention of the commander of the RCMP Detachment responsible for providing policing for that First Nation Community.

ARTICLE 9.0: ROLES AND RESPONSIBILITIES OF THE RCMP

9.1 The Commissioner shall:

a) provide financial and administrative services for the day-to-day operations of the RCMP First Nations Community Policing Service;

b) recruit, train, assign and supervise First Nations members to provide policing services for First Nations Communities as set out in Schedule "A";

c) ensure that First Nation members deployed in the RCMP First Nations Community Policing Service will devote all of their on duty time to the policing needs of First Nations Communities with at least 80% of this time to be spent within the boundaries of those communities;

d) provide to the Band Council of each First Nation Community, or its designated representative, individual regular status reports as well as special reports as may appropriately be requested by the Band Council on policing services provided for the community;

e) provide the Solicitor General and the Minister with an annual report on the RCMP First Nations Community Policing Service in the Province prior to July 31 of each fiscal year, which will include a detailed accounting of all expenditures for the RCMP First Nations Community Policing Service for the previous Fiscal Year, together with explanations of all variances from the estimated direct and indirect costs, the direct cost budget and actual expenditures and such information as the Solicitor General directs; and

f) upon receiving reasonable notice, shall provide the Minister with any additional information relating to the financial implications of the RCMP First Nations Community Policing Service, including the results of any internal audit conducted by the RCMP.

9.2 The Commanding Officer shall for the purposes of this Agreement:

a) act under the direction of the Minister in aiding the administration of justice in the Province and in carrying into effect the laws in force therein;

b) implement the objectives, priorities, and goals as determined by the by the Minister pursuant to the Provincial Police Service Agreement and the objectives, priorities and goals of the First Nations Community as determined pursuant to paragraph 8.1(a);

c) consult with the Minister on a regular basis to provide information pertaining to the operational and administrative status of the RCMP First Nations Community Policing Service; such consultation shall occur as and when required but in no case on less than a quarterly basis and with respect to the financial reporting required by paragraph 9.2(f) on a monthly basis;

d) provide the Minister with an annual report, by July 1 of each year, on the status of the implementation of the objectives, priorities and goals of policing as they apply to the RCMP First Nations Community Policing Service within the Province during the previous Fiscal Year;

e) provide the Minister each month with the particulars of any new or outstanding complaints made against the RCMP First Nations Community Policing Service within the Province by any member of the public to the RCMP; the form and substance of the particulars shall be agreed upon by the Commanding Officer and the Minister;

f) in each Fiscal Year, commencing in July and monthly thereafter, provide the details of the year-to-date expenditures to the Minister in a mutually agreeable format, together with explanations of future significant expenditures that are occurring or likely to occur; and

g) at the beginning of each Fiscal Year, provide the Minister with a schedule of each item of equipment purchased over $100,000, including its condition and any forecasted requirements for major repairs or replacement of such items.

ARTICLE 10.0: BASIS OF ACTUAL COST CALCULATIONS

10.1 Actual Costs referred to in this Agreement shall include the following eligible expenditures made by the RCMP in each fiscal year:

a) the direct cost of the RCMP First Nations Community Policing Service in the Province including:

i) all operation and maintenance costs such as salaries and wages, transportation and travel, information, professional services, rentals, repairs, utilities and supplies and miscellaneous operational expenses as established by the RCMP Expenditure Coding Dictionary; and

ii) all costs of equipment purchased except where such cost is $100,000 or more per item and where the Minister has requested that such cost be amortized;

b) the indirect cost of the RCMP First Nations Community Policing Services, including:

i) for the Fiscal Year beginning April 1, 1993, the cost to Canada of Pension Contributions calculated as 13.3 per cent of pensionable salaries in respect of Members and calculated as 7.4 per cent of pensionable salaries in respect of federal public service employees; thereafter the cost of all Pension Contributions shall be such cost as determined by the provisions of the Provincial Police Service Agreement;

ii) the full cost to Canada of employer's contributions for unemployment insurance in respect of Members and federal public service employees;

iii) the cost of the divisional headquarters administration, calculated by dividing the total cost of such administration by the average number of Members in the Division for the Fiscal Year (excluding Members who are assigned to divisional administration) and multiplying the result by the average number of Members employed in the RCMP First Nations Community Policing Service;

iv) for the Fiscal Year beginning on April 1, 1993, the cost of recruit training shall be calculated by dividing the cost of such training (including Pension

Contributions and excluding recruit salaries and accommodation) by the total number of Members in the RCMP as of April 1 in that Fiscal Year and multiplied by the average number of Members of the RCMP First Nations Community Police Service in the Province for the Fiscal Year;

v) for the Fiscal Year beginning April 1, 1994 and for subsequent Fiscal Years, the cost of recruit training shall be the product obtained by multiplying $3500.00 by the average number of members employed in the RCMP First Nations Community Police Service in the Province for the Fiscal Year;

vi) the cost of the Police Information Retrieval System, calculated by multiplying the number of Members employed in the RCMP First Nations Community Policing Service in the Province who have access to the system by the amount of the fee set out in the Royal Canadian Mounted Police, Police Information Retrieval System Fees Order, as amended from time to time;

vii) the cost of accommodation owned by Canada for use by the RCMP First Nations Community Policing Service in the Province for which the RCMP does not pay rent shall be determined by multiplying the amount of the gross space on April 1 for the Fiscal Year by the rate of $10.00 per square foot ($107.64 per square meter); such space shall not include the following:

   i) separate living quarters;

   ii) any buildings or parts thereof occupied exclusively by the RCMP for any purpose other than the RCMP First Nations Community Policing Service; and

   iii) those parts of the divisional headquarters administration buildings that are not occupied by the RCMP First Nations Community Policing Service determined on a proportional basis relative to the total occupancy of the buildings.

viii) where requested by the Minister, an amount equivalent to the straight line amortization of the capital cost of any item of equipment costing $100,000 or more per item over the estimated life of the equipment, but not exceeding 10 years, together with interest at 10 per cent per annum on the unpaid balance; for greater certainty, it is agreed that such items of equipment include aircraft, vessels, telecommunications systems, identification systems and such other items as may be agreed upon between the Minister and the Commissioner;

ix) the cost to Canada of operating the External Review Committee and the Public Complaints Commission, determined by dividing the total such cost by the average number of Members in Canada for the Fiscal Year and multiplying by the average number of Members employed in the RCMP First Nations Community Policing Service for the Fiscal Year;

x) the cost of Program Administrators for the RCMP First Nations Community Policing Service in the Province as identified in Schedule "A";

xi) the cost of Support Staff;

c) the cost of the RCMP First Nations Community Policing Service in the Province shall not include:

i) the cost of construction of any buildings;

ii) the cost of interdivisional transfers of personnel or equipment;

iii) costs of any civil action, compensation claim, ex gratia payment or claim for legal fees; and

iv) the costs of the Corps of Commissionaires employed primarily in the protection of federal buildings.

10.2 For the purposes of determining Actual Costs pursuant to this Article, any Member of the RCMP First Nations Community Policing Service who is on:

a) sick leave or suspended for more than 30 consecutive days;

b) parental leave;

c) a training course not related to the RCMP First Nations Community Policing Service; or

d) pension retirement leave,

shall be deemed not to be in the RCMP First Nations Community Policing Service and the costs relating thereto shall be allocated to divisional administration.

10.3 There shall be deducted from the cost payable by the Province in respect of the RCMP First Nations Community Policing Service:

a) any refunds or reimbursements subsequently obtained by Canada with respect to

any expenses that were paid by the Province as a direct cost;

b) the revenue received from leased accommodations and quarters deductions from RCMP First Nations Community Policing Service employees;

c) 48 per cent of any amount received by Canada from the sale, transfer out of the RCMP First Nations Community Policing Service or other disposition of any equipment that cost less than $100,000 and that was purchased for use in the RCMP First Nations Community Policing Service.

10.4 There shall be deducted from the cost payable by the Solicitor General to the RCMP in respect of the RCMP First Nations Community Policing Service, 52 percent of the cost of accommodation for use by the RCMP First Nations Community Policing Service for which the RCMP does not pay rent where such accommodation is the product of capital construction funding contributed by the Solicitor General specifically for the RCMP First Nations Community Policing Service.

10.5 In respect of the RCMP First Nations Community Policing Service, except where the services are paid by Health and Welfare Canada, the Province shall pay Canada 100 percent of all of the following costs:

a) hospitalization, medical examination or treatment, including mental health examination or treatment, for any person in the custody of the RCMP except where such costs have been incurred in the obtaining of evidence;

b) witness fees, transportation, maintenance and escort costs for persons (except for Members and Support Staff) required as witnesses in criminal and civil proceedings and proceedings under provincial laws; and

c) conveyance by a third party that is obtained by a Member of the First Nations Community Policing Service for a disabled, injured, ill or deceased person where the cost of the service is not paid by or on behalf of the person or their estate.

10.6 a) In the event that any member employed in the RCMP First Nations Community Policing Service receives the benefit of any statutory defence, such as that provided by the Police Act (British Columbia), to any claim or action and in connection therewith the Province may be or may become liable for any of the payments contemplated by subparagraph 10.1(c)(iii), Canada shall indemnify and hold harmless the Province with respect to any such claims or actions; Canada shall assume the conduct and the carriage of any proceedings relating to such claim.

b) The Province shall promptly notify Canada of any claim or action referred to in paragraph (a).

c) If the Province should compromise or settle any such claim or action without the consent of Canada, Canada shall not be liable to indemnify or save harmless the Province.

10.7 Notwithstanding the provisions of subparagraphs 10.1 a)i) and 10.1 b)vii) of this Agreement, where a Community Tripartite Agreement comes into force during the term of this Agreement, the parties to the Community Tripartite Agreement may enter into different arrangements regarding eligible expenditures for accommodation, site preparation and living quarters for the purposes of the RCMP First Nations Community Policing Services provided under the Community Tripartite Agreement.

ARTICLE 11.0: EQUIPMENT

11.1 Canada shall supply to the RCMP First Nations Community Policing Service equipment of a standard and quantity that is necessary to carry out its responsibilities under this Agreement.

11.2 Canada, in procuring such equipment, shall do so in accordance with its own procurement practices and procedures, directives of the Treasury Board of Canada and the Government Contract Regulations.

11.3 Where any item of equipment that was purchased at any time by Canada at a cost of $100,000 or more for the RCMP First Nations Community Policing Service is lost, damaged, destroyed or removed from the RCMP First Nations Community Policing Service, the accountability for that item shall be dealt with in accordance with the following provisions:

a) where the Province paid for the item in full at the applicable cost-sharing ratio in the year of acquisition, the Province shall be credited 48 per cent of the market value, if any, determined as of the time immediately preceding the loss, damage, destruction or removal;

b) where the Province has not yet paid its full share of the purchase cost of the item, the Province shall be credited 48 per cent of the amount by which the market value, if any, exceeds the aggregate amount, exclusive of interest, that the Province had paid up to the time of loss, damage, destruction or removal; and

c) if any item of equipment is subject to amortization in accordance with subparagraph 10.1(b)(viii), the payments shall cease in the Fiscal Year when the item was lost, damaged, destroyed or removed.

ARTICLE 12.0: TRANSFER OF OWNERSHIP OF EQUIPMENT AND ASSETS

12.1 In the event of the expiry or termination of this Agreement:

a) the ownership of any item of equipment that was purchased by Canada for the RCMP First Nations Community Policing Service shall, at the option of the Province,

i) be transferred to the Province upon payment to Canada of an amount equal to the amount that the current market value exceeds the amount, exclusive of interest, already paid to Canada by the Province for that item of equipment; or

ii) remain vested in Canada, in which case Canada shall credit the Province with any amount by which the current market value exceeds the amount that Canada paid for that item of equipment;

b) where any such item of equipment was purchased by Canada prior to the date of this Agreement for the RCMP First Nations Community Policing Service, upon such expiry or termination the Province may, at its option, acquire ownership of the equipment by paying to Canada the fair market value, as determined by an independent appraisal obtained by Canada, at the applicable cost-sharing ratio set out in subarticle 7.1;

c) where any item of equipment that:

i) cost $100,000 or more,

ii) was purchased by Canada at any time for the RCMP First Nations Community Policing Service, and

iii) was sold by Canada or transferred from the RCMP First Nations Community Policing Service,

Canada shall credit the Province with any amount by which the current market value exceeds the aggregate of payments, exclusive of interest, made by the Province in respect of that item.

12.2 Subject to any necessary approval by the Governor in Council and the Treasury Board of Canada, the ownership of any land and buildings held by Canada for the RCMP First Nations Community Policing Service and no longer required by Canada may, at the option of the Province, be acquired by the Province upon payment by the Province of the fair market value, as determined by an independent appraisal obtained by Canada.

ARTICLE 13.0: JAILS AND LOCK-UPS

13.1 Canada is under no obligation to maintain any jails for prisoners committed to custody for less than two years for an offence committed within the Province against the Criminal Code or the laws of the Province but, where necessary due to remoteness or the absence of an efficient alternative, such prisoners may be held in lock-ups maintained by the RCMP. The number and size of police lock-ups presently maintained by the RCMP will not be reduced without the prior approval of the Minister.

ARTICLE 14.0: METHOD OF PAYMENT

14.1 The RCMP shall carry out ongoing accounting and payments for the operations and maintenance of the RCMP First Nations Community Policing Service.

14.2 The RCMP shall invoice the Province and the Solicitor General respectively for payments quarterly on July 1, October 1, January 1 and March 31 in each Fiscal Year; each invoice shall cover 3/12 of the estimated cost of the RCMP First Nations Community Policing Service for that Fiscal Year.

14.3 Subject to subarticle 14.6, all amounts payable by the Province and the Solicitor General shall be due 60 days from the date of an invoice from the RCMP;

14.4 In the case of amounts payable by the Province, payment shall be made by cheque payable to the Receiver General for Canada and sent to the Commissioner in Ottawa, or as Canada might otherwise direct in writing, by registered mail; where the Commissioner and the Minister agree in writing, payments may be made by any other method.

14.5 In the case of amounts payable by the Solicitor General, all payments shall be made by Interdepartmental Settlement Notice sent to the Commissioner in Ottawa or as directed otherwise by the Commissioner.

14.6 Any deficiency by the Province or the Solicitor General in one Fiscal Year shall be credited or debited, as the case may be, in conjunction with the first invoice of the succeeding Fiscal Year.

14.7 Where a Community Tripartite Agreement comes into force during the term of this Agreement, this Agreement will, for the purposes of the calculation of the shares of the Actual Costs under subarticles 6.1 and 7.1, be deemed to begin on the first day of the Fiscal Year in which the Community Tripartite Agreement comes into force.

ARTICLE 15.0: FINANCIAL PLANNING

15.1 The Commanding Officer shall:

a) consult with the Minister on or before September 1 each year to establish the estimated cost of the RCMP First Nations Community Policing Service in the upcoming Fiscal Year. This consultation shall include advice to the Minister pertaining to the three-year accommodation plans for the RCMP First Nations Community Policing Service and forecasted needs for major repairs and replacement of items of equipment which originally cost $100,000 or more per item. The Commanding Officer shall receive advice from the Minister on:

i) the number of Members and Support Staff required for the RCMP First Nations Community Policing Service in the Province;

ii) any budgetary limits for the RCMP First Nations Community Policing Service being placed upon the RCMP by the Province; and

iii) approval and the basis of payment for any item of equipment costing $100,000 or more per item;

b) communicate the results of this consultation with the Minister to the Commissioner, who shall complete a provisional estimate for the next Fiscal Year, including:

i) all direct costs for the requested increases or decreases to the RCMP First Nations Community Policing Service, recognizing any budgetary limits for the RCMP First Nations Community Policing Service imposed by the Province;

ii) an inflation factor for all operational and maintenance costs, excluding salaries, based on the Consumer Price Index for the last twelve month period; and

iii) a best estimate that reflects the most probable adjustments to salaries.

15.2 The Commissioner shall communicate the provisional estimate to the Commanding Officer who shall:

a) ensure that the provisional estimate is in accordance with the results of the consultation with the Minister and consistent with the objectives, priorities and goals set for the RCMP First Nations Community Policing Service; and

b) provide the provisional estimate to the Minister together with all explanations and

seek agreement prior to December 31 of each Fiscal Year.

15.3 The Commissioner shall, prior to February 1 of each fiscal year, provide the Solicitor General with the budget projection prepared in accordance with subarticles 15.1 and 15.2 for the next fiscal year covered by this Agreement.

15.4 Where the Solicitor General agrees with the budget projection provided in subarticle 15.3, the budget projection shall be submitted to the Minister prior to March 1 of the fiscal year for which the budget projection pertains.

15.5 Where the Minister agrees with the budget projection provided by the Solicitor General in subarticle 15.4, Schedule "A" shall be amended pursuant to Article 17 to reflect the costs agreed upon for that fiscal year.

15.6 Where the Commissioner seeks to amend the budget projection during the fiscal year, he shall provide an amended budget projection, with explanations, to the Solicitor General.

15.7 Where the Solicitor General agrees with the amended budget projection provided in subarticle 15.6, the amended budget projection shall be submitted to the Minister without delay.

15.8 Where the Minister agrees with the amended budget projection provided in subarticle 15.7, Schedule "A" shall be amended pursuant to Article 17 for that fiscal year.

15.9 At any time after the date of this Agreement, the Minister may offer accommodation supplied by the Province for use by the RCMP First Nations Community Policing Service. The RCMP First Nations Community Policing Service shall not be obliged to use such accommodation unless it conforms to RCMP operational requirements and building standards in its design, space, construction and maintenance. The rent for such accommodation shall be the same amount and determined in the same manner as referred to in subparagraph 10 (b)(vii).

ARTICLE 16.0: REVIEW

16.1 The review provided for in Article 18 of the Provincial Police Service Agreement shall be binding on this Agreement.

16.2 No amendment to this Agreement arising out of any review under this subarticle shall take effect unless and until a mutual agreement in writing has been duly executed as provided by article 17.

ARTICLE 17.0: AMENDMENT

17.1 This Agreement may be amended at any time by the written agreement of Canada and the Province.

ARTICLE 18.0: TERM OF AGREEMENT

18.1 Notwithstanding the date on which this Agreement was executed and subject to subarticle 18.4, this Agreement shall come into force on April 1, 1993 and shall continue in force until March 31, 1998.

18.2 On or after March 31, 1997 and prior to the expiry of this Agreement, this Agreement may be renewed for an additional period upon terms that are agreed to by the parties.

18.3 Upon the written agreement of Canada and the Province the provisions of this Agreement will remain in force pending its renewal, extension or renegotiation.

18.4 This Agreement may be terminated on March 31 in any year by either party giving the other party notice of such termination 12 months prior to the date of the intended termination.

ARTICLE 19.0: DISPUTES

19.1 Any new issue, matter of general concern or dispute arising under this Agreement, including Schedule "A" shall be a matter for consultation and resolution between the Solicitor General and the Minister in such manner as they shall see fit, however they shall endeavour to resolve such issues prior to June 30 of the Fiscal Year.

19.2 Any new issue, matter of general concern or dispute arising from Schedule "B" of this agreement shall be a matter for consultation and resolution among the parties to the particular Community Tripartite Agreement in a manner as they shall see fit.

ARTICLE 20.0: NOTICE

20.1 Any notice that is required or permitted under this Agreement, to be given by one party to the other party, shall be given in writing and shall be communicated as follows:

a) to Canada, by registered mail, addressed to the Solicitor General at Ottawa, Ontario; and

b) to the Province, by registered mail, addressed to the Minister, by official title, at the Parliament Buildings, Victoria, British Columbia.

ARTICLE 21.0: MEMBERS OF THE HOUSE OF COMMONS AND SENATE

21.1 No member of the House of Commons or Senate shall be admitted to any share or part of this Agreement or to any benefits to arise there from.

IN WITNESS WHEREOF the Honourable Herb Gray, P.C., Solicitor General of Canada, has hereunto set his hand on behalf of Canada and the Honourable Colin Gabelmann, Attorney General of British Columbia, has hereunto set his hand on behalf of the Province.

SIGNED on behalf of Canada
by the Honourable Herb Gray, P.C., M.P.
Solicitor General of Canada,
in the presence of

Herb Gray — Dec 19/93

Solicitor General of Canada — Dated

Sharon Hayday-Gray — Dec. 19/93

Witness — Dated

SIGNED on behalf of the Province
by the Honourable Colin Gabelmann,
Attorney General of British Columbia,
in the presence of

Colin Gabelmann — Jan 13/94

Attorney General of British Columbia — Dated

Maura A. Malloy — Jan. 13/94

Witness — Dated

SCHEDULE A

BUDGET PROJECTION FOR THE RCMP FIRST NATIONS COMMUNITY POLICING SERVICE IN THE PROVINCE TO PARTICIPATING FIRST NATIONS COMMUNITIES 1993 - 1994

DETACHMENT FIRST NATIONS COMMUNITY	COMPLEMENT	BUDGET
"E" Division H.Q.		
Program Administrators	3	$271,848
Projected Program Increases *	8	$200,000
BUDGET PROJECTION	**11**	**$471,848**

* Expenditures dependent on the conclusion of Community Tripartite Agreements under sub-article 3.2.

SCHEDULE "B"

COMMUNITY TRIPARTITE AGREEMENTS

Index

1. **Sample Community Tripartite Agreement**

SECTION 5

AGREEMENT BETWEEN

CANADA - BRITISH COLUMBIA

AND THE

AHOUSAHT FIRST NATION

FOR THE

ROYAL CANADIAN MOUNTED POLICE -

FIRST NATIONS COMMUNITY POLICING SERVICE

THIS AGREEMENT MADE THE ____ DAY OF _____, 1994

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED
BY THE SOLICITOR GENERAL OF CANADA
(hereinafter referred to as "Canada")

of the first part

- AND -

HER MAJESTY THE QUEEN IN RIGHT OF
THE PROVINCE OF BRITISH COLUMBIA
AS REPRESENTED BY THE ATTORNEY GENERAL OF BRITISH COLUMBIA
(hereinafter referred to as the "Province")

of the second part

- AND -

THE AHOUSAHT FIRST NATION
AS REPRESENTED BY ITS CHIEF AND COUNCIL
(hereinafter referred to as the "First Nation")

of the third part

WHEREAS the Parties wish to cooperate in the provision of effective, efficient, professional and culturally responsive policing services within Ahousaht First Nation Territory consistent with the needs of Ahousaht First Nation, the First Nations Policing Policy, the Commissioner's formal statement on RCMP community policing and the province's policy for First Nations Policing;

WHEREAS the Parties recognize that First Nations have a role in the determination of the level and quality of the policing services which they receive and that a tripartite agreement will give concrete expression to this role:

WHEREAS the Parties recognize that the policing services provided for Ahousaht First Nation should be equal in level and quality to those provided to those provided in non-First Nations communities;

WHEREAS the Parties recognize that the policing services provided through the RCMP First Nations Community Policing Service include the enforcement of federal and provincial statutes and certain Band by-laws specified in this Agreement, the prevention of crime and the maintenance of order;

WHEREAS the Parties recognize that nothing in this Agreement shall abrogate or derogate from any Aboriginal, treaty, constitutional or other rights which have or may accrue to any of the Parties;

WHEREAS the Parties wish to enter into this Agreement to enable peace officers deployed under the RCMP First Nations Community Policing Service to provide policing services for Ahousaht First Nation;

AND WHEREAS the Band Council of the Ahousaht First Nation passed Band Council Resolution titled "Ahousaht Policing" dated February 9, 1994, at a meeting duly convened, which expresses desire to enter into this Agreement.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

SECTION 1: DEFINITIONS

1.1 For the purposes of this Agreement, each of the following terms shall, unless the context otherwise requires, have the meaning set out beside it.

"**Ahousaht First Nation**" means the Ahousaht Band number 659 which has been established pursuant to the Indian Act;

"**Ahousaht First Nation Territory**" means the Yarksis Reserve number 11, the Cloolthpich Reserve number 12, Quortsowe Reserve number 13, Oinimitis Reserve number 14, Marktosis Reserve number 15, Ahous Reserve number 16, Chetarpe Reserve number 17, Sutaquis Reserve number 18, Wahous Reserve number 19, Wahous Reserve number 20, Tequa Reserve number 21, Peneetle Reserve number 22, Moyehai Reserve number 23, Seektukis Reserve number 24, Watta Reserve number 25, Wappook Reserve number 26, Openit Reserve number 27, Tootoowiltena Reserve number 28, Kishnacous Reserve number 29, Indian Island Reserve number 30, Vargas Island Reserve number 31, Bartlett Island Reserve number 32, Kutcous Point Reserve number 33, Hisnit Fishery Reserve number 34, and Swan Reserve number 35, all of which reserves are described in the Indian Lands Registry of the Department of Indian Affairs and Northern Development;

"By-Law" means the by-laws enacted by the Band Council of Ahousaht First Nation pursuant to the Indian Act, R.S.C. 1985, c. I-5;

"Band Council" means the council of the Ahousaht First Nation;

"Commander" means an RCMP employee in charge of a detachment who manages the physical, financial and human resources of the detachment;

"Commanding Officer" means the officer of the RCMP, resident in the Province, appointed by the Commissioner to command the Division;

"Commissioner" means the Commissioner of the Royal Canadian Mounted Police;

"Community Consultative Committee" means the group established under section 8 of this Agreement;

"First Nations Policing Policy" means the federal First Nations Policing Policy announced by the Solicitor General of Canada and the Minister of Indian Affairs and Northern Development on June 27, 1991;

"fiscal year" means the twelve month period beginning on April 1 in any year and ending on March 31 in the next year;

"Member" means any member of the RCMP appointed pursuant to the Royal Canadian Mounted Police Act (Canada) and any regulation made pursuant thereto and without limitation includes any regular member, special constable, special constable member, and civilian so appointed;

"Minister" means the Minister of the Province of British Columbia responsible for policing services in the Province;

"Province" means the Province of British Columbia;

"RCMP" means the police force for Canada continued under the Royal Canadian Mounted Police Act, and known as the Royal Canadian Mounted Police;

"RCMP First Nations Community Policing Service" or "RCMP-FNCPS" means the service under which First Nations members designated as peace officers under paragraph 7(1)(d) of the Royal Canadian Mounted Police Act are employed to provide policing services to a First Nation Community pursuant to this Agreement;

"**Tofino Detachment**" means an organizational component of the sub-division or division of the RCMP which is assigned the prime responsibility for the provision of police services within the Ahousaht First Nation and that has prescribed territorial boundaries and includes satellite and community service offices;

1.2 The singular number includes the plural and the plural number includes the singular where such is consistent with the context.

SECTION 2: APPLICATION

2.1 This Agreement applies to the provision of RCMP First Nations Community Policing Service for Ahousaht First Nation and the establishment of the Ahousaht RCMP Satellite Detachment and forms part of Schedule "B" to the Framework Agreement between Canada and the Province for the provision of the RCMP First Nations Community Policing Service for First Nations in the Province.

2.2 This Agreement is made pursuant to the Framework Agreement for the RCMP First Nations Community Policing Service entered into between Canada and the Province on January 13, 1994 (hereinafter referred to as the "Framework Agreement"). Unless this Agreement expressly makes arrangements otherwise, all the provisions of the Framework Agreement apply to this Agreement.

SECTION 3: SCHEDULES

3.1 The following Schedule is hereby incorporated into and constitutes part of this Agreement:

(a) Annex "A" - Fiscal year budget projection for the RCMP First Nations Community Policing Service in the Province for Ahousaht First Nation.

SECTION 4: TERM OF AGREEMENT

4.1 Notwithstanding the date on which this Agreement is executed, this Agreement comes into force on April 1, 1993 and continues in force until March 31, 1998, unless it is terminated pursuant to section 13 of this Agreement.

4.2 Upon the written agreement of the Parties, the provisions of this Agreement will remain in force pending its renewal, extension or renegotiation.

SECTION 5: ROLE AND RESPONSIBILITIES OF CANADA

5.1 Subject to appropriation by Parliament, Canada agrees to provide 52% of the Actual Costs of the RCMP First Nations Community Policing Service up to the budget projection as set out in Annex "A" of this Agreement.

SECTION 6: ROLE AND RESPONSIBILITIES OF THE PROVINCE

6.1 Subject to appropriation by the Legislature, the Province agrees to provide 48% of the Actual Costs of the RCMP First Nations Community Policing Service up to the budget projection as set out in Annex "A" of this Agreement.

SECTION 7: ROLE AND RESPONSIBILITIES OF THE BAND COUNCIL

7.1 The Band Council of Ahousaht First Nation or its designated representative will, pursuant to the provisions of this Agreement:

(a) provide a fully serviced lot, complete with a concrete foundation, on which a work station will be placed for the use of the RCMP-FNCPS Members;

(b) establish a Community Consultive Committee; and

(c) determine the terms of reference of the Community Consultive Committee.

SECTION 8: COMMUNITY CONSULTIVE COMMITTEE

8.1 The Community Consultive Committee to be established by Ahousaht First Nation should be representative of the community and may include participants who are elders, women, and youth.

8.2 Consistent with this Agreement, the role and responsibility of the Community Consultive Committee will be to:

(a) identify policing issues and concerns to a representative of the RCMP Ahousaht Satellite Detachment, and where appropriate Tofino Detachment;

(b) work with the Ahousaht RCMP Satellite and where appropriate Tofino Detachment in seeking solutions to community issues and concerns; and

(c) work with the RCMP to develop, in consultation with a representative of the Ahousaht RCMP Satellite, and where appropriate Tofino Detachment, the

objectives, priorities, goals, strategies and special projects which will assist the community to address specific community issues and concerns.

8.3 The Community Consultive Committee will meet as it deems necessary.

SECTION 9: ROLE AND RESPONSIBILITIES OF THE RCMP

9.1 The RCMP will:

(a) assign two Members of the RCMP First Nations Community Policing Service to provide policing services or to assist in the provision of policing services for Ahousaht First Nation Community pursuant to this Agreement as soon as practicable within six months from the conclusion of this Agreement;

(b) make best efforts to ensure that Members of the RCMP First Nations Community Policing Service assigned to the Ahousaht First Nation are culturally compatible with the community;

c) ensure that the Members deployed through the RCMP First Nations Community Policing Service will devote all of their on duty time to the policing needs of Ahousaht First Nation with at least 80% of this time to be spent within the boundaries of the community;

(d) ensure that the time spent outside of the community boundaries by the Members of the RCMP First Nations Community Policing Service will be related to the handling of Ahousaht First Nation policing issues, except where an emergency exists, in which case the duties will be determined by the Commander of Tofino Detachment;

(e) ensure that regular status reports detailing the policing services provided for Ahousaht First Nation are supplied on a monthly basis to the Band Council or its designated representative and the Community Consultative Committee;

(f) ensure that, where it is deemed appropriate, special reports, in addition to the monthly reports, be provided on request, to the Band Council and the Community Consultative Committee; and

(g) enforce the by-laws made by Ahousaht First Nation pursuant to the following sections of the Indian Act (R.S.C, 1985, c.I-5):

(i) section 81(1)(b) - the regulation of traffic,

(ii) section 81(1)(c) - the observance of law and order,

(iii) section 81(1)(d) - the prevention of disorderly conduct and nuisances.

(iv) section 81(1)(p) - the removal and punishment of persons trespassing on the reserve or frequenting the reserve for prohibited purposes,

(v) section 85.1(a) - prohibiting the sale, barter, supply or manufacture of intoxicants on the reserve of the band,

(vi) section 85.1(b) - prohibiting any person from being intoxicated on the reserve,

(vii) section 85.1(c) - prohibiting any person from having intoxicants in his possession on the reserve,

(or for such other purposes that may be negotiated pursuant to this Agreement.)

SECTION 10: ROLE AND RESPONSIBILITIES OF THE RCMP FIRST NATIONS COMMUNITY POLICING SERVICE

10.1 The primary responsibility of the Members deployed through the RCMP First Nations Community Policing Service at Ahousaht will be to work in cooperation with Ahousaht First Nation to provide a professional, effective and efficient policing service, in a manner which is responsive and culturally sensitive to that community.

10.2 In addition to the "Role and Responsibilities of the RCMP", as described in Section 9, the Members deployed through the RCMP First Nations Community Policing Service will:

(a) treat all people equally and with respect;

(b) uphold the Canadian Charter of Rights and Freedoms;

(c) serve and protect the community;

(d) work with the community and other agencies to prevent or resolve problems that affect the community's safety and quality of life;

(e) establish crime prevention initiatives through community education or assist the community with similar initiatives;

(f) promote a creative and responsive environment to allow all RCMP Members to deliver community policing services;

(g) enforce federal and provincial laws and such by-laws referred to in Section 9.1(g); and

(h) work with the Community Consultive Committee towards the achievement of objectives, priorities, goals, strategies and special projects which will assist the community to address specific community issues and concerns.

10.3 Members of the RCMP First Nations Community Policing Service, as well as other Members of the RCMP when it is appropriate will:

(a) bring day-to-day policing issues concerning Ahousaht First Nation to the attention of the Ahousaht Community Consultive Committee;

(b) will develop and maintain a cooperative working relationship with the Ahousaht First Nation Auxiliary Constable Program; and

(c) work closely with Kakawis Family Development Centre, the Holistic Healing Centre, and Drug and Alcohol Services.

SECTION 11: SPECIAL PROVISIONS

11.1 During the term of this Agreement it shall be acknowledged by the Parties that:

(a) the Members assigned to Ahousaht First Nation through the RCMP First Nations Community Policing Service may be absent from time to time due to illness, holidays or other duty related requirements, in which case the commander of Tofino Detachment will ensure that the policing needs of the community are met;

(b) the Commander of Tofino Detachment has the authority and responsibility for the personnel who provide the policing services for Ahousaht First Nation; and

(c) concerns regarding the day-to-day policing of the community should be brought to the attention of the Commander of Ahousaht Satellite Detachment.

SECTION 12: AMENDMENT

12.1 This Agreement may be amended from time to time by written agreement of all Parties.

SECTION 13: TERMINATION

13.1 Any of the Parties may terminate this Agreement with regard to the RCMP First Nations Community Policing Service by giving the other Parties twelve (12) months notice in writing.

SECTION 14: NOTICES

14.1 Any notice or other document required or permitted to be given by one Party to the other Party under this Agreement will be in writing and shall be communicated by registered mail addressed to:

(a) Canada:

Ministry of the Solicitor General
Aboriginal Policing Directorate
340 Laurier Avenue West, 11th floor
Ottawa, Ontario
K1A 0P8
Fax: 613-991-0961

(b) the Province:

Ministry of the Attorney General
Room 232
Parliament Buildings
Victoria, British Columbia
V8V 1X4

(c) Ahousaht First Nation:

General Delivery
Ahousaht, British Columbia
VOR 1A0

SECTION 15: SAVING PROVISION

15.1 Nothing in this Agreement is in any way intended to replace or amend any obligation that either Party is bound by or required to perform by operation of law.

SECTION 16: DISPUTES

16.1 Any new issue, matter of general concern or dispute arising under this Agreement shall be a matter for consultation and resolution between the Solicitor General, the Minister and Ahousaht First Nation in such manner as they shall see fit.

IN WITNESS WHEREOF the Parties have executed this Agreement as of the day and year first written above.

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

Solicitor General of Canada

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA

Attorney General of British Columbia

THE AHOUSAHT FIRST NATION

Elected Chief Councillor | Community Consultative Committee Member | Hereditary Chief

Witnessed by Vera Little in Tribute to Pat Little

ROYAL CANADIAN MOUNTED POLICE AS REPRESENTED BY THE COMMISSIONER

Commissioner

Witnessed by the Commanding Officer "E" Division

ANNEX "A"

BUDGET PROJECTION OF THE RCMP FIRST NATIONS COMMUNITY POLICING SERVICE - 1993 - 1994

FIRST NATION COMMUNITY	DETACHMENT	COMPLEMENT	BUDGET
Ahousaht	Tofino	2	$417,500.00

SECTION 6

A MEMORANDUM OF AGREEMENT PROVIDING A FRAMEWORK FOR COMMUNITY TRIPARTITE AGREEMENTS FOR THE ROYAL CANADIAN MOUNTED POLICE FIRST NATIONS COMMUNITY POLICING SERVICE IN THE YUKON TERRITORY

APRIL 1, 1993

YUKON TERRITORY

RCMP FIRST NATIONS COMMUNITY POLICING SERVICE AGREEMENT

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Memorandum of Agreement dated as of April 1, 1993

BETWEEN:

THE GOVERNMENT OF CANADA (herein called "Canada"), as represented by the Solicitor General of Canada

AND

THE GOVERNMENT OF THE YUKON TERRITORY as represented by the Executive Council Member responsible for Justice (herein called the "Yukon").

WHEREAS Canada and the Yukon:

1) recognize the need to contribute to the improvement of the maintenance of social order, public security and personal safety on First Nations Territories;

2) recognize the need to provide First Nations Communities with policing services that are professional, effective, efficient and responsive to the unique needs of these communities;

3) recognize the importance of providing policing services for First Nations Communities in the Yukon through the RCMP First Nations Community Policing Service;

4) recognize that First Nations Communities must have a role in the administration and management of their policing services and recognize the necessity of entering into negotiations with them to ensure that this role is given expression in the form of Community Tripartite Agreements;

5) recognize the desirability of providing greater responsibility and accountability for the delivery of policing services for the First Nations communities of the Yukon, and, therefore agree, to enter into a tripartite process which will lead to greater responsibility and accountability of policing services for First Nations Communities in the Yukon;

6) recognize the principle that First Nations Communities, in keeping with their increased role in determining policing arrangements, should contribute financially to the extent of their existing or future ability to pay, either in cash or in kind, towards the cost of providing First

Nations policing services. Contributions under this provision would accrue equally to reduction of federal and territorial cost shares;

7) recognize the need to continue the RCMP First Nations Community Policing Service, and the need to provide such additional positions in the RCMP First Nations Community Policing Service as may be subsequently agreed to under Community Tripartite Agreements;

8) wish to, subject to and in accordance with the terms of this Agreement, enter into cost-sharing and related agreements to provide policing services for First Nations Communities in the Yukon through the RCMP First Nations Community Policing Service;

9) recognize that the policing services provided for First Nations Communities include the enforcement of federal and territorial statutes and certain band by-laws specified in the Community Tripartite Agreements, the prevention of crime and the maintenance of order;

WHEREAS Section 20 of the Royal Canadian Mounted Police Act (Canada) provides that the Solicitor General of Canada may, with the approval of the Governor in Council, enter into an arrangement with the government of any province for the use or employment of the Royal Canadian Mounted Police, or any portion thereof, in aiding the administration of justice in the Territory and in carrying into effect the laws in force therein;

WHEREAS by Order in Council P.C. 1993-553 dated March 23, 1993 the Governor in Council authorized the Solicitor General to enter into this Agreement on behalf of the Government of Canada;

WHEREAS by Order in Council P.C. 1992-270 dated February 13, 1992 the Governor in Council transferred to the Solicitor General of Canada the powers, duties and functions of the Minister of Indian Affairs and Northern Development relating to the Indian Policing Services Program.

THE PARTIES AGREE AS FOLLOWS:

ARTICLE 1.0: INTERPRETATION

1.1 In this agreement, each of the following terms shall, unless the context otherwise requires, have the meaning set out beside it:

a) **"Actual Costs"** means those direct and indirect costs, as described in Article 10 of this agreement, incurred by the RCMP in providing policing services for First Nations Communities through the RCMP First Nations Community Policing Service during the term of this Agreement;

c) **"Band Council"** means the "council of the band" as defined in section 2 of the Indian Act (Canada) and, for the purposes of this Agreement, includes local

governing bodies of certain Indian communities on Crown land;

d) **"Commanding Officer"** means the officer of the RCMP, resident in the Yukon, appointed by the Commissioner to command the Division;

e) **"Commissioner"** means the Commissioner of the RCMP;

f) **"Community Tripartite Agreement"** means an agreement annexed in Schedule "B" entered into between Canada, the Yukon, and a First Nations Community for the provision of the RCMP First Nations Community Policing Service;

g) **"Detachment"** means an organizational component of the division that has prescribed territorial boundaries and includes satellite and community service offices;

h) **"Division"** means the organizational component of the RCMP that is responsible for law enforcement and the prevention of crime in the Yukon;

i) **"External Review Committee"** means the Committee as defined in the Royal Canadian Mounted Police Act (Canada);

j) **"First Nation Community"** means a "band" as defined in section 2 of the Indian Act and for the purposes of this Agreement includes certain Indian Communities on Crown land;

k) **"First Nation Territory"** means, for the purposes of this agreement, certain Indian communities on Crown land and includes reserves as defined in Section 2 of the Indian Act;

l) **"Fiscal Year"** means the period beginning on April 1 in any year and ending on March 31 in the next year;

m) **"Member"** means any member of the RCMP appointed pursuant to the Royal Canadian Mounted Police Act (Canada) and any regulations made pursuant thereto and without limitation includes any regular member, special constable, special constable member, and civilian so appointed;

n) **"Minister"** means the Minister of the Yukon responsible for policing services in the Yukon;

o) **"Minister of Justice"** means the chief law officer of the Yukon;

p) **"Pension Contribution"** means, with respect to any Member or federal public service employee, the aggregate of the employer's contributions made under the

Royal Canadian Mounted Police Superannuation Act (Canada), the Supplementary Retirement Benefits Act (Canada), the Public Service Superannuation Act (Canada) and the Canada Pension Plan (Canada);

q) **"Program Administrators"** means the RCMP First Nations Community Policing Service Members and Support Staff assigned to the administration of RCMP First Nations Community Policing Service at the headquarters of the Division;

r) **"Public Complaints Commission"** means the Commission as defined in the Royal Canadian Mounted Police Act (Canada);

s) **"RCMP"** means the police force for Canada continued under the Royal Canadian Mounted Police Act (Canada), and known as the Royal Canadian Mounted Police;

t) **"RCMP First Nations Community Policing Service"** means the aggregate of the resources, Members and Support Staff employed by Canada to provide policing services in a First Nations Community but does not include those resources, Members and Support Staff employed primarily in:

(i) policing services of a national or international nature, such as forensic laboratories, the Canadian Police Information System, identification services and the Canadian Police College;

(ii) national security investigation services;

(iii) protective security such as security at embassies and airports, and security for internationally protected persons;

(iv) services provided to or on behalf of federal government departments; and

(v) the Territorial Police Service.

u) **"Salary"** includes Pension Contributions and employer's unemployment insurance contributions;

v) **"Solicitor General"** means the Solicitor General of Canada.

w) **"Support Staff"** means all those persons who are employed by Canada in the Yukon as public service and casual employees in support of the RCMP First Nations Community Policing Service and who are not Members;

x) **"Territorial Police Service"** means the aggregate of resources, Members and Support Staff employed by Canada to provide policing services in the Yukon, but

does not include those resources, Members and Support Staff employed primarily in:

i) policing services of a national or international nature, such as forensic laboratories, the Canadian Police Information System, identification services and the Canadian Police College;

ii) national security investigation services;

iii) protective security such as security at embassies and airports, and security for internationally protected persons;

iv) services provided to or on behalf of federal government departments; and

v) the RCMP First Nations Community Policing Service provided under this Agreement.

y) **"Territorial Police Service Agreement"** means the agreement dated as of April 1, 1992 between Canada and the Yukon for the provision by Canada of Territorial Police Services;

z) **"Yukon"** means the Yukon Territory.

1.2 The singular number includes the plural and the plural number includes the singular where such is consistent with the context.

ARTICLE 2.0: APPLICATION

2.1 This Agreement applies to the provision of policing services to First Nations Communities through the RCMP First Nations Community Policing Service pursuant to Community Tripartite Agreements.

2.2 Canada shall, subject to and in accordance with the terms and conditions of this Agreement, provide and maintain a RCMP First Nations Community Policing Service within First Nations Territories in the Yukon during the term of this Agreement.

2.3 Canada is hereby authorized by the Yukon to carry out the powers and duties of the territorial police force for the purpose of providing the RCMP First Nations Community Policing Service in accordance with this Agreement.

ARTICLE 3.0: SCHEDULES

3.1 The following Schedules are hereby incorporated into and constitute part of this Agreement:

(a) Schedule "A" - The Fiscal Year budget projection, including the detachment and First Nation Communities served by the RCMP First Nations Community Policing Service, the number of members and support staff as adjusted from time to time in accordance with Article 17.

(b) Schedule "B" - Community Tripartite Agreements as may be entered into from time to time by Canada, the Yukon and First Nations Communities and which will be substantially in accordance with the sample Agreement attached hereto at Schedule B.

3.2 As and when Community Tripartite Agreements are entered into, original signed copies of those Community Tripartite Agreements shall be attached hereto and shall, from the date of the Community Tripartite Agreement be constituted as part of Schedule "B".

ARTICLE 4.0: SUBJECT MATTER

4.1 Those Members who form part of the RCMP First Nations Community Policing Service shall:

a) perform the duties of peace officers; and

b) render such services as are necessary to:

i) preserve the peace, protect life and property, prevent crime and offences against the laws of Canada and the Yukon, apprehend criminals, offenders and others who may be lawfully taken into custody; and

ii) execute all warrants and perform all duties and services in relation thereto that may, under the laws of Canada or the Yukon, be executed and performed by peace officers.

4.2 The RCMP First Nations Community Policing Service shall not be required to perform any duties or provide any services which are not appropriate to the effective and efficient delivery of police services in the Yukon.

ARTICLE 5.0: MANAGEMENT OF THE RCMP FIRST NATIONS COMMUNITY POLICING SERVICE

5.1 The internal management of the RCMP First Nations Community Policing Service, including its administration and the determination and application of professional police procedures, shall remain under the control of Canada.

5.2 The minimum standard of policing by the RCMP First Nations Community Policing Service shall meet the standard as determined by the Commissioner in consultation with the Minister.

5.3 The level of policing service by the RCMP First Nations Community Policing Service shall meet the level mutually agreed upon by the Solicitor General, the Minister and the Band Council of a First Nation Community in consultation with the Commissioner but shall not be inconsistent with the level of policing service as determined by the Minister for the Territorial Police Service.

5.4 The level of policing service as agreed upon between the parties under subarticle 5.3 and shall not be less than the minimum standard as determined under subarticle 5.2.

5.5 Nothing in this Agreement shall be interpreted as limiting in any way the jurisdiction of the Yukon in respect of the administration of justice and law enforcement in the Yukon.

ARTICLE 6.0: ROLES AND RESPONSIBILITIES OF CANADA

6.1 Canada shall:

a) subject to appropriation by Parliament and subject to any other terms of this Agreement, provide in respect to each Fiscal Year 52% of the Actual Costs of the RCMP First Nations Community Policing Service up to the amount set out in the total budget projection in Schedule "A".

b) in the provision of the administrative support for the RCMP First Nations Community Policing Service, coordinate the financial and administrative arrangements as set out in this Agreement;

c) participate in any negotiations involving the Yukon and First Nations Communities regarding the development of Community Tripartite Agreements for the delivery of policing services for First Nations Communities through the RCMP First Nations Community Policing Service;

d) increase the number of Members and Support Staff of the RCMP First Nations Community Policing Service as soon as practicable within one year from the

agreement of the parties to a Community Tripartite Agreement;

e) reduce the number of Members and Support Staff of the RCMP First Nations Community Policing Service as soon as practicable within one year:

(i) of receipt of a notification to terminate a Community Tripartite Agreement, or

(ii) from the execution of an agreement of the parties to a Community Tripartite Agreement to reduce the number of Members and Support Staff of the RCMP First Nations Community Policing Service; and

f) ensure that the Yukon's contribution to the provision of the policing services for First Nations Communities in the Yukon through the RCMP First Nations Community Policing Service is acknowledged at the same time and to the same extent as the contribution of Canada in any materials or communications intended for the public or for concerned individuals or groups, including press releases, published reports, radio and television programs and public meetings.

ARTICLE 7.0: ROLES AND RESPONSIBILITIES OF THE YUKON

7.1 The Yukon shall:

a) subject to an appropriation being available for the payment in the Fiscal Year when the payment falls due, in accordance with the Financial Administration Act (Yukon Territory), and subject to any other terms of this Agreement, in respect of each Fiscal Year pay to Canada 48% of the Actual Costs of the RCMP First Nations Community Policing Service as determined in accordance with Article 10 up to the amount set out in the total budget projection in Schedule "A".

b) in consultation with Canada, take such steps as may reasonably be necessary to inform First Nations Communities of the availability of the RCMP First Nations Community Policing Service;

c) participate in any negotiations involving Canada and First Nations Communities regarding the development of Community Tripartite Agreements for the delivery of policing services for First Nations Communities through the RCMP First Nations Community Policing Service; and

d) ensure that Canada's contribution to the provision of policing services for First Nations Communities in the Yukon through the RCMP First Nations Community Policing Service is acknowledged at the same time and to the same extent as the contribution of the Yukon in any materials or communications intended for the

public or for concerned individuals or groups, including press releases, published reports, radio and television programs and public meetings.

ARTICLE 8.0: ROLES AND RESPONSIBILITIES OF A BAND COUNCIL

8.1 The Band Council of a First Nations Community or its designated representative may, pursuant to the provisions of a Community Tripartite Agreement:

a) set objectives, priorities and goals of the RCMP First Nations Community Policing Service for that community that are not inconsistent with those of the Minister for the Territorial Police Service;

b) assist in the identification and implementation of community oriented policing initiatives; and

c) bring concerns regarding the day to day policing of the First Nation Community to the attention of the commander of the RCMP Detachment responsible for providing policing for that First Nation Community.

ARTICLE 9.0: ROLES AND RESPONSIBILITIES OF THE RCMP

9.1 The Commissioner shall:

a) provide financial and administrative services for the day-to-day operations of the RCMP First Nations Community Policing Service;

b) recruit, train, assign and supervise First Nations members to provide policing services for First Nations Communities as set out in Schedule "A";

c) ensure that First Nation members deployed in the RCMP First Nations Community Policing Service will devote all of their on duty time to the policing needs of First Nations Communities with at least 80% of this time to be spent within the boundaries of those communities;

d) provide to the Band Council of each First Nation Community, or its designated representative, individual regular status reports as well as special reports as may appropriately be requested by the Band Council on policing services provided for the community;

e) provide the Solicitor General and the Minister with an annual report on the RCMP First Nations Community Policing Service in the Yukon prior to July 31 of each fiscal year, which will include a detailed accounting of all expenditures

for the RCMP First Nations Community Policing Service for the previous Fiscal Year, together with explanations of all variances from the estimated direct and indirect costs, the direct cost budget and actual expenditures and such information as the Solicitor General directs; and

f) upon receiving reasonable notice, shall provide the Minister with any additional information relating to the financial implications of the RCMP First Nations Community Policing Service, including the results of any internal audit conducted by the RCMP.

9.2 The Commanding Officer shall for the purposes of this Agreement:

a) act under the direction of the Minister in aiding the administration of justice in the Yukon and in carrying into effect the laws in force therein;

b) implement the objectives, priorities, and goals as determined by the Minister pursuant to the Territorial Police Service Agreement and the objectives, priorities and goals of the First Nations Community as determined pursuant to paragraph 8.1(a);

c) consult with the Minister on a regular basis to provide information pertaining to the operational and administrative status of the RCMP First Nations Community Policing Service; such consultation shall occur as and when required but in no case on less than a quarterly basis and with respect to the financial reporting required by paragraph 9.2(f) on a monthly basis;

d) provide the Minister with an annual report, by July 1 of each year, on the status of the implementation of the objectives, priorities and goals of policing as they apply to the RCMP First Nations Community Policing Service within the Yukon during the previous Fiscal Year;

e) provide the Minister each month with the particulars of any new or outstanding complaints made against the RCMP First Nations Community Policing Service within the Yukon by any member of the public to the RCMP; the form and substance of the particulars shall be agreed upon by the Commanding Officer and the Minister;

f) in each Fiscal Year, commencing in July and monthly thereafter, provide the details of the year-to-date expenditures to the Minister in a mutually agreeable format, together with explanations of future significant expenditures that are occurring or likely to occur; and

g) at the beginning of each Fiscal Year, provide the Minister with a schedule of each item of equipment purchased over $100,000, including its condition and any

forecasted requirements for major repairs or replacement of such items.

ARTICLE 10.0: BASIS OF ACTUAL COST CALCULATIONS

10.1 Actual Costs referred to in this Agreement shall include the following eligible expenditures made by the RCMP in each fiscal year:

a) the direct cost of the RCMP First Nations Community Policing Service in the Yukon including:

i) all operation and maintenance costs such as salaries and wages, transportation and travel, information, professional services, rentals, repairs, utilities and supplies and miscellaneous operational expenses as established by the RCMP Expenditure Coding Dictionary; and

ii) all costs of equipment purchased except where such cost is $100,000 or more per item and where the Minister has requested that such cost be amortized;

b) the indirect cost of the RCMP First Nations Community Policing Services, including:

i) for the Fiscal Year beginning April 1, 1993, the cost to Canada of Pension Contributions calculated as 13.3 per cent of pensionable salaries in respect of Members and calculated as 7.4 per cent of pensionable salaries in respect of federal public service employees; thereafter the cost of all Pension Contributions shall be such cost as determined by the provisions of the Territorial Police Service Agreement;

ii) the full cost to Canada of employer's contributions for unemployment insurance in respect of Members and federal public service employees;

iii) the cost of the divisional headquarters administration, calculated by dividing the total cost of such administration by the average number of Members in the Division for the Fiscal Year (excluding Members who are assigned to divisional administration) and multiplying the result by the average number of Members employed in the RCMP First Nations Community Policing Service;

iv) for the Fiscal Year beginning on April 1, 1993, the cost of recruit training shall be calculated by dividing the cost of such training (including Pension Contributions and excluding recruit salaries and accommodation) by the total number of Members in the RCMP as of April 1 in that Fiscal Year

and multiplied by the average number of Members of the RCMP First Nations Community Police Service in the Yukon for the Fiscal Year;

v) for the Fiscal Year beginning April 1, 1994 and for subsequent Fiscal Years, the cost of recruit training shall be the product obtained by multiplying $3500.00 by the average number of members employed in the RCMP First Nations Community Police Service in the Yukon for the Fiscal Year;

vi) the cost of the Police Information Retrieval System, calculated by multiplying the number of Members employed in the RCMP First Nations Community Policing Service in the Yukon who have access to the system by the amount of the fee set out in the Royal Canadian Mounted Police, Police Information Retrieval System Fees Order, as amended from time to time;

vii) the cost of accommodation owned by Canada for use by the RCMP First Nations Community Policing Service in the Yukon for which the RCMP does not pay rent shall be determined by multiplying the amount of the gross space on April 1 for the Fiscal Year by the rate of $10.00 per square foot ($107.64 per square meter); such space shall not include the following:

  i) separate living quarters;

  ii) any buildings or parts thereof occupied exclusively by the RCMP for any purpose other than the RCMP First Nations Community Policing Service; and

  iii) those parts of the divisional headquarters administration buildings that are not occupied by the RCMP First Nations Community Policing Service determined on a proportional basis relative to the total occupancy of the buildings.

viii) where requested by the Minister, an amount equivalent to the straight line amortization of the capital cost of any item of equipment costing $100,000 or more per item over the estimated life of the equipment, but not exceeding 10 years, together with interest at 10 per cent per annum on the unpaid balance; for greater certainty, it is agreed that such items of equipment include aircraft, vessels, telecommunications systems, identification systems and such other items as may be agreed upon between the Minister and the Commissioner;

ix) the cost to Canada of operating the External Review Committee and the

Public Complaints Commission, determined by dividing the total such cost by the average number of Members in Canada for the Fiscal Year and multiplying by the average number of Members employed in the RCMP First Nations Community Policing Service for the Fiscal Year;

x) the cost of Program Administrators for the RCMP First Nations Community Policing Service in the Yukon as identified in Schedule "A";

xi) the cost of Support Staff;

c) the cost of the RCMP First Nations Community Policing Service in the Yukon shall not include:

i) the cost of construction of any buildings;

ii) the cost of interdivisional transfers of personnel or equipment; and

iii) costs of any civil action, compensation claim, ex gratia payment or claim for legal fees.

10.2 For the purposes of determining Actual Costs pursuant to this Article, any Member of the RCMP First Nations Community Policing Service who is on:

a) sick leave or suspended for more than 30 consecutive days;

b) parental leave;

c) a training course not related to the RCMP First Nations Community Policing Service; or

d) pension retirement leave,

shall be deemed not to be in the RCMP First Nations Community Policing Service and the costs relating thereto shall be allocated to divisional administration.

10.3 There shall be deducted from the cost payable by the Yukon in respect of the RCMP First Nations Community Policing Service:

a) any refunds or reimbursements subsequently obtained by Canada with respect to any expenses that were paid by the Yukon as a direct cost;

b) the revenue received from leased accommodations and quarters deductions from RCMP First Nations Community Policing Service employees;

c) 48 per cent of any amount received by Canada from the sale, transfer out of the RCMP First Nations Community Policing Service or other disposition of any equipment that cost less than $100,000 and that was purchased for use in the RCMP First Nations Community Policing Service.

10.4 There shall be deducted from the cost payable by the Solicitor General to the RCMP in respect of the RCMP First Nations Community Policing Service, 52 percent of the cost of accommodation for use by the RCMP First Nations Community Policing Service for which the RCMP does not pay rent where such accommodation is the product of capital construction funding contributed by the Solicitor General specifically for the RCMP First Nations Community Policing Service.

10.5 In respect of the RCMP First Nations Community Policing Service, except where the services are paid by Health and Welfare Canada, the Yukon shall pay Canada 100 percent of all of the following costs:

a) hospitalization, medical examination or treatment, including mental health examination or treatment, for any person in the custody of the RCMP except where such costs have been incurred in the obtaining of evidence;

b) witness fees, transportation, maintenance and escort costs for persons (except for Members and Support Staff) required as witnesses in criminal and civil proceedings and proceedings under territorial laws; and

c) conveyance by a third party that is obtained by a Member of the First Nations Community Policing Service for a disabled, injured, ill or deceased person where the cost of the service is not paid by or on behalf of the person or their estate.

10.6 a) In the event that any member employed in the RCMP First Nations Community Policing Service receives, by virtue of territorial legislation, the benefit of any statutory defence to any claim or action and in connection therewith the Yukon may be or may become liable for any of the payments contemplated by subparagraph 10.1(c)(iii), Canada shall indemnify and hold harmless the Yukon with respect to any such claims or actions; Canada shall assume the conduct and the carriage of any proceedings relating to such claim.

b) The Yukon shall promptly notify Canada of any claim or action referred to in paragraph (a).

c) If the Yukon should compromise or settle any such claim or action without the consent of Canada, Canada shall not be liable to indemnify or save harmless the Yukon.

10.7 Notwithstanding the provisions of subparagraphs 10.1 a)i) and 10.1 b)vii) of this

Agreement, where a Community Tripartite Agreement comes into force during the term of this Agreement, the parties to the Community Tripartite Agreement may enter into different arrangements regarding eligible expenditures for accommodation, site preparation and living quarters for the purposes of the RCMP First Nations Community Policing Services provided under the Community Tripartite Agreement.

ARTICLE 11.0: EQUIPMENT

11.1 Canada shall supply to the RCMP First Nations Community Policing Service equipment of a standard and quantity that is necessary to carry out its responsibilities under this Agreement.

11.2 Canada, in procuring such equipment, shall do so in accordance with its own procurement practices and procedures, directives of the Treasury Board of Canada and the Government Contract Regulations.

11.3 Where any item of equipment that was purchased at any time by Canada at a cost of $100,000 or more for the RCMP First Nations Community Policing Service is lost, damaged, destroyed or removed from the RCMP First Nations Community Policing Service, the accountability for that item shall be dealt with in accordance with the following provisions:

a) where the Yukon paid for the item in full at the applicable cost-sharing ratio in the year of acquisition, the Yukon shall be credited 48 per cent of the market value, if any, determined as of the time immediately preceding the loss, damage, destruction or removal;

b) where the Yukon has not yet paid its full share of the purchase cost of the item, the Yukon shall be credited 48 per cent of the amount by which the market value, if any, exceeds the aggregate amount, exclusive of interest, that the Yukon had paid up to the time of loss, damage, destruction or removal; and

c) if any item of equipment is subject to amortization in accordance with subparagraph 10.1(b)(viii), the payments shall cease in the Fiscal Year when the item was lost, damaged, destroyed or removed.

ARTICLE 12.0: TRANSFER OF OWNERSHIP OF EQUIPMENT AND ASSETS

12.1 In the event of the expiry or termination of this Agreement:

a) the ownership of any item of equipment that was purchased by Canada for the

RCMP First Nations Community Policing Service shall, at the option of the Yukon,

i) be transferred to the Yukon upon payment to Canada of an amount equal to the amount that the current market value exceeds the amount, exclusive of interest, already paid to Canada by the Yukon for that item of equipment; or

ii) remain vested in Canada, in which case Canada shall credit the Yukon with any amount by which the current market value exceeds the amount that Canada paid for that item of equipment;

b) where any such item of equipment was purchased by Canada prior to the date of this Agreement for the RCMP First Nations Community Policing Service, upon such expiry or termination the Yukon may, at its option, acquire ownership of the equipment by paying to Canada the fair market value, as determined by an independent appraisal obtained by Canada, at the applicable cost-sharing ratio set out in subarticle 7.1;

c) where any item of equipment that:

i) cost $100,000 or more,

ii) was purchased by Canada at any time for the RCMP First Nations Community Policing Service, and

iii) was sold by Canada or transferred from the RCMP First Nations Community Policing Service,

Canada shall credit the Yukon with any amount by which the current market value exceeds the aggregate of payments, exclusive of interest, made by the Yukon in respect of that item.

12.2 Subject to any necessary approval by the Governor in Council and the Treasury Board of Canada, the ownership of any land and buildings held by Canada for the RCMP First Nations Community Policing Service and no longer required by Canada may, at the option of the Yukon, be acquired by the Yukon upon payment by the Yukon of the fair market value, as determined by an independent appraisal obtained by Canada.

ARTICLE 13.0: JAILS AND LOCK-UPS

13.1 Canada is under no obligation to maintain any jails for prisoners committed to custody for less than two years for an offence committed within the Yukon against the Criminal

Code or the laws of the Yukon but, where necessary due to remoteness or the absence of an efficient alternative, such prisoners may be held in lock-ups maintained by the RCMP. The number and size of police lock-ups presently maintained by the RCMP will not be reduced without the prior approval of the Minister.

ARTICLE 14.0: METHOD OF PAYMENT

14.1 The RCMP shall carry out ongoing accounting and payments for the operations and maintenance of the RCMP First Nations Community Policing Service.

14.2 The RCMP shall invoice the Yukon and the Solicitor General respectively for payments quarterly on July 1, October 1, January 1 and March 31 in each Fiscal Year; each invoice shall cover 3/12 of the estimated cost of the RCMP First Nations Community Policing Service for that Fiscal Year.

14.3 Subject to subarticle 14.6, all amounts payable by the Yukon and the Solicitor General shall be due 60 days from the date of an invoice from the RCMP;

14.4 In the case of amounts payable by the Yukon, payment shall be made by cheque payable to the Receiver General for Canada and sent to the Commissioner in Ottawa, or as Canada might otherwise direct in writing, by registered mail; where the Commissioner and the Minister agree in writing, payments may be made by any other method.

14.5 In the case of amounts payable by the Solicitor General, all payments shall be made by Interdepartmental Settlement Notice sent to the Commissioner in Ottawa or as directed otherwise by the Commissioner.

14.6 Any deficiency by the Yukon or the Solicitor General in one Fiscal Year shall be credited or debited, as the case may be, in conjunction with the first invoice of the succeeding Fiscal Year.

14.7 Where a Community Tripartite Agreement comes into force during the term of this Agreement, this Agreement will, for the purposes of the calculation of the shares of the Actual Costs under subarticles 6.1 and 7.1, be deemed to begin on the first day of the Fiscal Year in which the Community Tripartite Agreement comes into force.

ARTICLE 15.0: FINANCIAL PLANNING

15.1 The Commanding Officer shall:

a) consult with the Minister on or before September 1 each year to establish the estimated cost of the RCMP First Nations Community Policing Service in the

upcoming Fiscal Year. This consultation shall include advice to the Minister pertaining to the three-year accommodation plans for the RCMP First Nations Community Policing Service and forecasted needs for major repairs and replacement of items of equipment which originally cost $100,000 or more per item. The Commanding Officer shall receive advice from the Minister on:

i) the number of Members and Support Staff required for the RCMP First Nations Community Policing Service in the Yukon;

ii) any budgetary limits for the RCMP First Nations Community Policing Service being placed upon the RCMP by the Yukon; and

iii) approval and the basis of payment for any item of equipment costing $100,000 or more per item;

b) communicate the results of this consultation with the Minister to the Commissioner, who shall complete a provisional estimate for the next Fiscal Year, including:

i) all direct costs for the requested increases or decreases to the RCMP First Nations Community Policing Service, recognizing any budgetary limits for the RCMP First Nations Community Policing Service imposed by the Yukon;

ii) an inflation factor for all operational and maintenance costs, excluding salaries, based on the Consumer Price Index for the last twelve month period; and

iii) a best estimate that reflects the most probable adjustments to salaries.

15.2 The Commissioner shall communicate the provisional estimate to the Commanding Officer who shall:

a) ensure that the provisional estimate is in accordance with the results of the consultation with the Minister and consistent with the objectives, priorities and goals set for the RCMP First Nations Community Policing Service; and

b) provide the provisional estimate to the Minister together with all explanations and seek agreement prior to December 31 of each Fiscal Year.

15.3 The Commissioner shall, prior to February 1 of each fiscal year, provide the Solicitor General with the budget projection prepared in accordance with subarticles 15.1 and 15.2 for the next fiscal year covered by this Agreement.

15.4 Where the Solicitor General agrees with the budget projection provided in subarticle 15.3, the budget projection shall be submitted to the Minister prior to March 1 of the fiscal year for which the budget projection pertains.

15.5 Where the Minister agrees with the budget projection provided by the Solicitor General in subarticle 15.4, Schedule "A" shall be amended pursuant to Article 17 to reflect the costs agreed upon for that fiscal year.

15.6 Where the Commissioner seeks to amend the budget projection during the fiscal year, he shall provide an amended budget projection, with explanations, to the Solicitor General.

15.7 Where the Solicitor General agrees with the amended budget projection provided in subarticle 15.6, the amended budget projection shall be submitted to the Minister without delay.

15.8 Where the Minister agrees with the amended budget projection provided in subarticle 15.7, Schedule "A" shall be amended pursuant to Article 17 for that fiscal year.

15.9 At any time after the date of this Agreement, the Minister may offer accommodation supplied by the Yukon for use by the RCMP First Nations Community Policing Service. The RCMP First Nations Community Policing Service shall not be obliged to use such accommodation unless it conforms to RCMP operational requirements and building standards in its design, space, construction and maintenance. The rent for such accommodation shall be the same amount and determined in the same manner as referred to in subparagraph 10 (b)(vii).

ARTICLE 16.0: REVIEW

16.1 The review provided for in Article 18 of the Territorial Police Service Agreement shall be binding on this Agreement.

16.2 No amendment to this Agreement arising out of any review under this subarticle shall take effect unless and until a mutual agreement in writing has been duly executed as provided by Article 17.

ARTICLE 17.0: AMENDMENT

17.1 This Agreement may be amended at any time by the written agreement of Canada and the Yukon.

ARTICLE 18.0: TERM OF AGREEMENT

18.1 Notwithstanding the date on which this Agreement was executed and subject to subarticle 18.4, this Agreement shall come into force on April 1, 1993 and shall continue in force until March 31, 1998.

18.2 On or after March 31, 1997 and prior to the expiry of this Agreement, this Agreement may be renewed for an additional period upon terms that are agreed to by the parties.

18.3 Upon the written agreement of Canada and the Yukon the provisions of this Agreement will remain in force pending its renewal, extension or renegotiation.

18.4 This Agreement may be terminated on March 31 in any year by either party giving the other party notice of such termination 12 months prior to the date of the intended termination.

ARTICLE 19.0: DISPUTES

19.1 Any new issue, matter of general concern or dispute arising under this Agreement, including Schedule "A" shall be a matter for consultation and resolution between the Solicitor General and the Minister in such manner as they shall see fit, however they shall endeavour to resolve such issues prior to June 30 of the Fiscal Year.

19.2 Any new issue, matter of general concern or dispute arising from Schedule "B" of this agreement shall be a matter for consultation and resolution among the parties to the particular Community Tripartite Agreement in a manner as they shall see fit.

ARTICLE 20.0: NOTICE

20.1 Any notice that is required or permitted under this Agreement, to be given by one party to the other party, shall be given in writing and shall be communicated as follows:

a) to Canada, by registered mail, addressed to the Solicitor General at Ottawa, Ontario; and

b) to the Yukon, by registered mail, addressed to the Minister, by official title, at Whitehorse, Yukon.

ARTICLE 21.0: MEMBERS OF THE HOUSE OF COMMONS AND SENATE

21.1 No member of the House of Commons or Senate shall be admitted to any share or part

of this Agreement or to any benefits to arise there from.

ARTICLE 22.0: ABORIGINAL RIGHTS

22.1 Nothing in this Agreement shall be constructed so as to affect, or prejudice or derogate from, any Aboriginal treaty, constitutional or other rights, privileges or freedoms which have or may accrue to any Yukon First Nation.

22.2 Nothing in this Agreement prejudices or limits the ability of the parties or any Yukon First Nation to negotiate, at any time, different terms for providing policing services to the Yukon First Nations under any other agreement and in particular the Yukon First Nations self-government agreements are and will not be prejudiced or affected by any such negotiations.

22.3 Canada and the Yukon will make best efforts to develop a Memorandum of Understanding with the Council of Yukon Indians no later than June 30, 1994, to provide the opportunity for Yukon First Nations to participate in improved RCMP policing arrangements.

IN WITNESS WHEREOF the Honourable Herb Gray, Solicitor General of Canada, has hereunto set his hand on behalf of Canada; and the Honourable Willard L. Phelps, Minister of Justice of the Government of the Yukon, has hereunto set his hand on behalf of the Yukon.

SIGNED on behalf of Canada
by the Honourable Herb Gray, P.C., M.P.
Solicitor General of Canada,
in the presence of

Solicitor General of Canada

SIGNED on behalf of the Yukon
by the Honourable Willard L. Phelps, Q.C.
Minister of Justice of the Yukon,
in the presence of

Minister of Justice of the Yukon

SCHEDULE A

BUDGET PROJECTION FOR THE RCMP FIRST NATIONS COMMUNITY POLICING SERVICE IN THE YUKON TERRITORY TO PARTICIPATING FIRST NATIONS COMMUNITIES 1993 - 1994

DETACHMENT FIRST NATIONS COMMUNITY	COMPLEMENT	BUDGET
"M" Division H.Q. Program Administrator	1	$130,000.00
BUDGET PROJECTION	**1**	**$130,000.00**

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Publications

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ROYAL CANADIAN MOUNTED POLICE - FIRST NATIONS COMMUNITY POLICING SERVICES (RCMP - FNCPS) AGREEMENTS

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ROYAL CANADIAN MOUNTED POLICE - FIRST NATIONS COMMUNITY POLICING SERVICES (RCMP - FNCPS) AGREEMENTS

Volume 2

NO. 1995-04



This document has been compiled by officials in the Department of the Solicitor General of Canada and contains copies of RCMP - FNCPS Agreements that have been concluded as of the date of publication.

The agreements are made available in the language that they were drafted.

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SECTION 1

AGREEMENT BETWEEN

CANADA - BRITISH COLUMBIA

AND THE

SCW'EXMX FIRST NATIONS

FOR THE

ROYAL CANADIAN MOUNTED POLICE -

FIRST NATIONS COMMUNITY POLICING SERVICE

THIS AGREEMENT MADE THE 11 DAY OF Nov, 1994

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY THE SOLICITOR GENERAL OF CANADA
(hereinafter referred to as "Canada")

of the first part

- AND -

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA AS REPRESENTED BY THE ATTORNEY GENERAL OF BRITISH COLUMBIA
(hereinafter referred to as the "Province")

of the second part

- AND -

THE NICOLA VALLEY TRIBAL COUNCIL, ACTING ON BEHALF OF THE BANDS AND COUNCILS OF UPPER NICOLA, LOWER NICOLA, COLDWATER, SHACKAN AND NOOAITCH, AS REPRESENTED BY THEIR CHIEFS AND COUNCILS
(hereinafter referred to as the "Scw'exmx First Nations")

of the third part

WHEREAS the Parties wish to cooperate in the provision of effective, efficient, professional and culturally responsive policing services within the Scw'exmx First Nations Territory consistent with the needs of the Scw'exmx First Nations, the First Nations Policing Policy, the Commissioner's formal statement on RCMP community policing and the Province's policy for First Nations Policing;

WHEREAS the Parties recognize that Scw'exmx First Nations have a role in the determination of the level and quality of the policing services which they receive and that a tripartite agreement will give concrete expression to this role;

WHEREAS the Parties recognize that the policing services provided through the RCMP First Nations Community Policing Service include the enforcement of applicable federal and provincial statutes and certain Band by-laws specified in this Agreement, the prevention of crime and the maintenance of order;

WHEREAS the Parties recognize that nothing in this Agreement shall abrogate or derogate from any Aboriginal, treaty, constitutional or other rights which have accrued or may accrue to any of the Parties;

AND WHEREAS the parties wish to, subject to and in accordance with the terms of this Agreement, enter into this Agreement to enable peace officers deployed under the RCMP First Nations Community Policing Service to provide policing services for the Scw'exmx First Nations.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

SECTION 1: DEFINITIONS

1.1 For the purposes of this Agreement, each of the following terms shall, unless the context otherwise requires, have the meaning set out beside it.

"**Actual Costs**" means those direct and indirect costs, as described in article 10 of the Framework Agreement entered into between Canada and the Province on January 13, 1994, incurred by the RCMP in providing policing services to First Nation communities through the RCMP First Nation Community Policing Services during the term of this Agreement;

"**By-Law**" means the by-laws enacted by the Band Councils of the Scw'exmx First Nations pursuant to the Indian Act, R.S.C. 1985, c. I-5;

"**Band Councils**" means the Band Councils of the Upper Nicola, Lower Nicola, Coldwater, Shackan and Nooaitch Bands;

"**Commander**" means the RCMP Member in charge of the Merritt Detachment, who manages the physical, financial and human resources of the detachment;

"**Commanding Officer**" means the officer of the RCMP, resident in the Province, appointed by the Commissioner to command the Division;

"**Commissioner**" means the Commissioner of the Royal Canadian Mounted Police;

"**Community Consultative Group**" means the group established under section 9 of this Agreement;

"**Division**" means the organizational component of the RCMP that is responsible for law enforcement and the prevention of crime in the Province;

"**First Nations Policing Policy**" means the federal First Nations Policing Policy announced by the Solicitor General of Canada and the Minister of Indian Affairs and Northern Development on June 27, 1991;

"**Member**" means any member of the RCMP appointed pursuant to the Royal Canadian Mounted Police Act, R.S.C. 1985, c. R-10 and any regulation made pursuant thereto and without limitation includes any regular member, special constable, special constable member, and civilian so appointed;

"**Merritt Detachment**" means the organizational component of the sub-division or division of the RCMP which is assigned the prime responsibility for the provision of police services within the Scw'exmx First Nations and that has prescribed territorial boundaries and includes satellite and community service offices;

"**Minister**" means the Minister of the Province of British Columbia responsible for policing services in the Province;

"**Province**" means the Province of British Columbia;

"**RCMP**" means the police force for Canada continued under the Royal Canadian Mounted Police Act, R.S.C. 1985 c. R-10 and known as the Royal Canadian Mounted Police;

"**Scw'exmx First Nations**" means the Upper Nicola Band number 697, the Lower Nicola Band number 695, the Coldwater Band number 693, the Shackan Band number 698 and the Nooaitch Band number 699, which have been established pursuant to the Indian Act;

"**Scw'exmx First Nations Territory**" means the Nicola Lake Reserve number 1, the Hamilton Creek Reserve number 2, the Douglas Lake Reserve number 4, the Spahomin Reserve number 4, the Chapperon Lake Reserve number 5, the Chapperon Creek Reserve number 8, the Hihium Lake Reserve number 6, the Nicola Mameet Reserve Number 1, the Joeyaska Reserve number 2, the Pipseul Reserve number 3, the Zoht Reserve number 4, the Zoht Reserve number 5, the Logan's Reserve number 6, the Hamilton Creek Reserve number 7, the Speous Reserve number 8, the Zoht Reserve number 14, the Coldwater Reserve number 1, the Gwen Lake Reserve number 3, the Paul's Basin Reserve number 2, the Shackan Reserve number 11, the Soldatquo Reserve number 12, the Papsilqua Reserve number 13, the Nooaitch Grass Reserve number 9 and the Nooaitch Reserve number 10, which are "reserves" as defined in subsection 2(1) of the Indian Act;

1.2 The singular number includes the plural and the plural number includes the singular where such is consistent with the context.

SECTION 2: APPLICATION

2.1 This Agreement applies to the provision of policing services for the Scw'exmx First Nations and forms part of Schedule "B" to the Framework Agreement between Canada and the Province for the provision of the RCMP First Nations Community Policing Services in the Province.

2.2 This Agreement is made pursuant to the Framework Agreement for the RCMP First Nations Community Policing Service entered into between Canada and the Province on January 13, 1994 (hereinafter referred to as the "Framework Agreement"). Unless this Agreement expressly makes arrangements otherwise, all the provisions of the Framework Agreement apply to this Agreement.

SECTION 3: TERM OF AGREEMENT

3.1 Notwithstanding the date on which this Agreement is executed, this Agreement comes into force on April 1, 1994 and continues in force until March 31, 1998, unless it is terminated pursuant to section 13 of this Agreement.

3.2 Upon the written agreement of the Parties, the provisions of this Agreement will remain in force pending its renewal, extension or renegotiation.

SECTION 4: ROLE AND RESPONSIBILITIES OF CANADA

4.1 Subject to appropriation by Parliament, Canada agrees to provide to the RCMP 52% of the Actual Costs of a complement of three (3) Members of the RCMP First Nations Community Policing Service for the Scw'exmx First Nations in accordance with the terms and conditions set out in the Framework Agreement.

SECTION 5: ROLE AND RESPONSIBILITIES OF THE PROVINCE

5.1 Subject to appropriation by Parliament, the Province agrees to provide to the RCMP 48% of the Actual Costs of a complement of three (3) Members of the RCMP First Nations Community Policing Service for the Scw'exmx First Nations in accordance with the terms and conditions set out in the Framework Agreement.

SECTION 6: ROLE AND RESPONSIBILITIES OF SCW'EXMX BAND COUNCILS

6.1 The Band Councils of the Scw'exmx First Nations or their respective designated representatives will, pursuant to the provisions of this Agreement:

(a) establish a Community Consultive Group;

(b) determine the terms of reference of the Community Consultive Group; and

(c) provide a work station for the use of the Members of the RCMP-First Nations Community Police Service who will be providing policing services to the Scw'exmx First Nations.

SECTION 7: ROLE AND RESPONSIBILITIES OF THE RCMP

7.1 The RCMP will:

(a) assign three (3) Members of the RCMP First Nations Community Policing Service to provide policing services, or to assist in, the provision of policing services to the Scw'exmx First Nations pursuant to this Agreement as soon as practicable within six months from the signing of this Agreement;

(b) make best efforts to ensure that Members of the RCMP First Nations Community Policing Service assigned to Merritt Detachment to provide police services to the Scw'exmx First Nations are culturally compatible with the respective communities;

(c) ensure that the process referred to in 7.1(b) will be consensual and be effected through consultation between the Scw'exmx First Nations or their respective delegates and the Commanding Officer of the Division or his or her delegate;

(d) ensure that the Members deployed through the RCMP First Nations Community Policing Service will devote all of their on duty time to the policing needs of the Scw'exmx First Nations and at least 80% of this time shall be spent within the boundaries of the Scw'exmx First Nations Territory;

(e) ensure that the time spent outside of the Scw'exmx First Nations Territory's boundaries by the Members of the RCMP First Nations Community Policing Service will be related to the handling of Scw'exmx First Nations policing issues, except where an emergency exists, in which case the duties will be determined by the Commander of Merritt Detachment;

(f) ensure that regular status reports detailing the policing services provided for Scw'exmx First Nations are supplied on a monthly basis to the respective Band Councils of the Scw'exmx First Nations or their respective designated representatives and the Community Consultative Group;

(g) ensure that, where it is deemed appropriate, special reports, in addition to the monthly reports, be provided on request, to the Band Councils of the Scw'exmx First Nations or their respective designated representatives and the Community Consultative Group; and

(h) enforce the by-laws made by the Scw'exmx First Nations pursuant to the following sections of the Indian Act R.S.C, 1985, c.I-5:

(i) section 81(1)(b) - the regulation of traffic,

(ii) section 81(1)(c) - the observance of law and order,

(iii) section 81(1)(d) - the prevention of disorderly conduct and nuisances,

(iv) section 81(1)(p) - the removal and punishment of persons trespassing on the reserve or frequenting the reserve for prohibited purposes,

(v) section 85.1(a) - prohibiting the sale, barter, supply or manufacture of intoxicants on the reserve of the band,

(vi) section 85.1(b) - prohibiting any person from being intoxicated on the reserve, or

(vii) section 85.1(c) - prohibiting any person from having intoxicants in his possession on the reserve.

7.2 The RCMP will ensure that Members providing service for Scw'exmx First Nations receive, in a timely manner, training to allow them to meet the needs of those communities. Such training may consist of, but not be limited to family violence, substance abuse, suicide prevention and other areas which are consistent with the policing needs of Scw'exmx First Nations.

SECTION 8: ROLE AND RESPONSIBILITIES OF THE RCMP FIRST NATIONS COMMUNITY POLICING SERVICE

8.1 The primary responsibility of the Members deployed through the RCMP First Nations Community Policing Service will be to work in cooperation with the Scw'exmx First Nations to provide a professional, effective and efficient policing service, in a manner which is responsive and culturally sensitive to those First Nations.

8.2 In addition to the "Role and Responsibilities of the RCMP", as described in Section 7, the Members deployed through the RCMP First Nations Community Policing Service will:

(a) treat all people equally and with respect;

(b) uphold the Canadian Charter of Rights and Freedoms;

(c) serve and protect the Scw'exmx First Nations communities;

(d) work with the communities and other agencies to prevent or resolve problems that affect the communities' safety and quality of life;

(e) establish crime prevention initiatives through community education or assist the communities with similar initiatives in their capacity as Members of the RCMP-First Nations Community Policing Service;

(f) promote a creative and responsive environment to allow all RCMP Members to deliver community policing services;

(g) enforce the applicable federal and provincial laws and such by-laws referred to in Section 7.1(h); and

(h) work with the Community Consultive Group towards the achievement of objectives, priorities, goals, strategies and special projects which will assist the communities to address specific community issues and concerns.

SECTION 9: COMMUNITY CONSULTIVE GROUP

9.1 The Community Consultive Group to be established by the Scw'exmx First Nations should be representative of their communities.

9.2 Consistent with this Agreement, the role and responsibility of the Community Consultive Group will be to:

(a) identify policing issues and concerns to a representative of the RCMP Merritt Detachment;

(b) work with the RCMP Merritt Detachment in seeking solutions to community issues and concerns; and

(c) work with the RCMP to develop, in consultation with a representative of the RCMP Merritt Detachment, the objectives, priorities, goals, strategies and special projects which will assist the communities to address specific community issues and concerns.

9.3 The Community Consultive Group will meet as it deems necessary.

SECTION 10: SPECIAL PROVISIONS

10.1 During the term of this Agreement it shall be acknowledged by the Parties that:

(a) the Members assigned to the Scw'exmx First Nations through the RCMP First Nations Community Policing Service may be absent from time to time due to illness, holidays or other duty related requirements, in which case the Commander of Merritt Detachment will ensure that the policing needs of the communities are met;

(b) the Commander of Merritt Detachment has the authority and responsibility for the personnel who provide the policing services for the Scw'exmx First Nations; and

(c) concerns regarding the day-to-day policing of the communities should be brought to the attention of the Commander of Merritt Detachment.

SECTION 11: INDEMNIFICATION

11.1 The Scw'exmx First Nations shall indemnify and save harmless Canada and the Province and their respective employees and agents from and against all losses, claims, damages, actions, causes of action, costs and expenses that may arise directly or indirectly out of any act or omission of the Community Consultative Group or its members, employees, officers or agents, in the performance of this Agreement. Such indemnity shall survive the Agreement.

11.2 Neither Canada nor the Province shall be responsible for any bodily or personal injury or property damage of any nature whatsoever that may be suffered or sustained by the Scw'exmx First Nations, the Community Consultative Group and their members, employees, officers or agents in the performance of this Agreement.

11.3 Canada shall not be held responsible for any incidental, indirect, special or consequential damages or any loss of use, revenue or profit arising out of or in any way related to this Agreement.

SECTION 12: AMENDMENT

12.1 This Agreement may be amended from time to time by written agreement of all Parties.

SECTION 13: TERMINATION

13.1 Any of the Parties may terminate this Agreement with regard to the RCMP First Nations Community Policing Service by giving the other Parties twelve (12) months notice in writing.

SECTION 14: NOTICES

14.1 Any notice or other document required or permitted to be given by one Party to the other Party under this Agreement will be in writing and shall be communicated by registered mail addressed to:

(a) Canada:

Solicitor General Canada
Aboriginal Policing Directorate
340 Laurier Avenue West, 11th floor
Ottawa, Ontario
K1A 0P8
Fax: 613-991-0961

(b) the Province:

Ministry of the Attorney General
Room 232
Parliament Buildings
Victoria, British Columbia
V8V 1X4
Fax: 604-387-6411

(c) Scw'exmx First Nations:

Chairperson
Nicola Valley Tribal Council
202-2090 Coutlee Avenue
P.O. Box 188
Merritt, B.C. VOK 2B0
FAX: 604-378-9119

SECTION 15: SAVING PROVISION

15.1 Nothing in this Agreement is in any way intended to replace or amend any obligation that either Party is bound by or required to perform by operation of law.

15.2 Nothing in this Agreement shall abrogate or derogate from any Aboriginal, treaty, constitutional or other rights which have accrued or may accrue to any of the Parties.

SECTION 16: DISPUTES

16.1 Any new issue, matter of general concern or dispute arising under this Agreement shall be a matter for consultation and resolution between the Solicitor General, the Minister and the Scw'exmx First Nations in such manner as they shall see fit.

IN WITNESS WHEREOF the Parties have executed this Agreement as of the day and year first written above.

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

Solicitor General of Canada

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA

Attorney General of British Columbia

THE SCW'EXMX FIRST NATIONS:

The Chief of the Upper Nicola Band

The Chief of the Lower Nicola Band

The Chief of the Coldwater Band

The Chief of the Shackan Band

The Chief of the Nooaitch Band

ROYAL CANADIAN MOUNTED POLICE AS REPRESENTED BY THE COMMISSIONER

Commissioner

SECTION 2

AGREEMENT BETWEEN

CANADA - BRITISH COLUMBIA

AND THE

FORT NELSON AND PROPHET RIVER BANDS

FOR THE

ROYAL CANADIAN MOUNTED POLICE -

FIRST NATIONS COMMUNITY POLICING SERVICE

THIS AGREEMENT MADE THE 13th DAY OF December, 1994

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY THE SOLICITOR GENERAL OF CANADA

(hereinafter referred to as "Canada")

of the first part

- AND -

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA AS REPRESENTED BY THE ATTORNEY GENERAL OF BRITISH COLUMBIA

(hereinafter referred to as the "Province")

of the second part

- AND -

THE FORT NELSON BAND, AS REPRESENTED BY ITS CHIEF AND COUNCIL

(hereinafter referred to as "Fort Nelson Band")

of the third part

-AND-

THE PROPHET RIVER BAND, AS REPRESENTED BY THEIR CHIEFS AND COUNCILS

(hereinafter referred to as "Prophet River Band")

of the fourth part

WHEREAS the Parties wish to cooperate in the provision of effective, efficient, professional and culturally responsive policing services within the Fort Nelson Territory and the Prophet River Territory consistent with the needs of Fort Nelson and Prophet River Bands, respectively, the federal First Nations Policing Policy, the Commissioner's formal statement on RCMP community policing and the Province's policy for First Nations policing;

WHEREAS the Parties recognize that the Fort Nelson and Prophet River Bands have a role in the determination of the level and quality of the policing services which they receive and that a tripartite agreement will give concrete expression to this role;

WHEREAS the Parties recognize that the policing services provided through the RCMP First Nations Community Policing Service include the enforcement of applicable federal and provincial statutes as well as applicable present or future Band by-laws enacted pursuant to the Indian Act,R.S.C.,1985, c.I-5 for any of the purposes specified in this Agreement, the prevention of crime and the maintenance of order;

WHEREAS the Parties recognize that nothing in this Agreement shall abrogate or derogate from any Aboriginal, treaty, constitutional or other rights which have or may accrue to any of the Parties;

AND WHEREAS the parties wish to, subject to and in accordance with the terms of this Agreement, enter into this Agreement to enable peace officers deployed under the RCMP First Nations Community Policing Service to provide policing services for the Fort Nelson Band and the Prophet River Band.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

SECTION 1: DEFINITIONS

1.1 For the purposes of this Agreement, each of the following terms shall, unless the context otherwise requires, have the meaning set out beside it.

"**Actual Costs**" means those direct and indirect costs, as described in article 10 of the Framework Agreement entered into between Canada and the Province on January 13, 1994, incurred by the RCMP in providing policing services to First Nation communities through the RCMP First Nation Community Policing Services during the term of this Agreement;

"**By-Law**" means the by-laws enacted by Band Councils of Fort Nelson Band or Prophet River Band respectively pursuant to the Indian Act, R.S.C. 1985, c. I-5;

"**Band Councils**" means the Band Councils of Fort Nelson Band and Prophet River Band;

"**Commander**" means the RCMP Member in charge of the Fort Nelson Detachment, who manages the physical, financial and human resources of the Detachment;

"**Commanding Officer**" means the officer of the RCMP, resident in the Province, appointed by the Commissioner to command the Division;

"**Commissioner**" means the Commissioner of the Royal Canadian Mounted Police;

"**Community Consultative Group**" means the group established under section 7 of this Agreement;

"**Division**" means the organizational component of the RCMP that is responsible for law enforcement and the prevention of crime in the Province;

"**First Nations Policing Policy**" means the federal First Nations Policing Policy announced by the Solicitor General of Canada and the Minister of Indian Affairs and Northern Development on June 27, 1991;

"**Fort Nelson Detachment**" means the organizational component of the sub-division or division of the RCMP which is assigned the prime responsibility for the provision of police services within the Fort Nelson Band community and the Prophet River Band community and that has prescribed territorial boundaries and includes community service offices;

"**Fort Nelson Band**" means the Fort Nelson Band No. 543 which has been established pursuant to the Indian Act;

"**Fort Nelson Territory**" means the Fontas Reserve No. 1, Fort Nelson Reserve No. 2, Kahntah Reserve No. 3 and Snake Reserve No. 5, which are "reserves" as defined in subsection 2(1) of the Indian Act;

"**Member**" means any member of the RCMP appointed pursuant to the Royal Canadian Mounted Police Act, and any regulations made pursuant thereto and without limitation includes any regular member, special constable, special constable member, and civilian so appointed;

"**Minister**" means the Minister of the Province of British Columbia responsible for policing services in the Province;

"**Prophet River Band**" means the Prophet River Band No. 544 which has been established pursuant to the Indian Act;

"**Prophet River Territory**" means the Prophet River Reserve No. 4, which is a "reserve" as defined in subsection 2(1) of the Indian Act;

"**Province**" means the Province of British Columbia;

"**RCMP**" means the police force for Canada continued under the Royal Canadian Mounted Police Act, and known as the Royal Canadian Mounted Police;

"**Samaganus Advisory Group**" means the police advisory group established by Prophet River Band under section 7 of this Agreement;

1.2 The singular number includes the plural and the plural number includes the singular where such is consistent with the context.

SECTION 2: APPLICATION

2.1 This Agreement applies to the provision of policing services for the Fort Nelson Band and the Prophet River Band and forms part of Schedule "B" to the Framework Agreement between Canada and the Province regarding the provision of the RCMP First Nations Community Policing Service in the Province.

2.2 This Agreement is made pursuant to the Framework Agreement for the RCMP First Nations Community Policing Service entered into between Canada and the Province on January 13, 1994 (hereinafter referred to as the "Framework Agreement"). Unless this Agreement expressly makes arrangements otherwise, all the provisions of the Framework Agreement apply to this Agreement.

SECTION 3: TERM OF AGREEMENT

3.1 Notwithstanding the date on which this Agreement is executed, this Agreement comes into force on April 1, 1994 and continues in force until March 31, 1998, unless it is terminated pursuant to section 13 of this Agreement.

3.2 Upon the written agreement of the Parties, the provisions of this Agreement will remain in force pending its renewal, extension or renegotiation.

SECTION 4: ROLE AND RESPONSIBILITIES OF CANADA

4.1 Subject to appropriation by Parliament, Canada agrees to provide to the RCMP 52% of the Actual Costs of a complement of one (1) Member of the RCMP First Nations Community Policing Service for both the Fort Nelson Band and the Prophet River Band in accordance with the terms and conditions set out in the Framework Agreement.

SECTION 5: ROLE AND RESPONSIBILITIES OF THE PROVINCE

5.1 Subject to appropriation by the Legislature, the Province agrees to provide to the RCMP 48% of the Actual Costs of a complement of one (1) Member of the RCMP First Nations Community Policing Service for both the Fort Nelson Band and the Prophet River Band in accordance with the terms and conditions set out in the Framework Agreement.

SECTION 6: ROLE AND RESPONSIBILITIES OF THE FORT NELSON AND PROPHET RIVER BAND COUNCILS

6.1 The Band Council of the Fort Nelson Band or its designated representative will, pursuant to the provisions of this Agreement:

(a) establish a Community Consultive Group within sixty (60) days of the signing of this Agreement;

(b) determine the terms of reference of the Community Consultative Group within sixty (60) days of the signing of this Agreement; and

(c) provide a work station for the use of the Member of the RCMP First Nations Community Policing Service who will be providing policing services to the Fort Nelson Band.

6.2 The Band Council of the Prophet River Band or its designated representative will, pursuant to the provisions of this Agreement:

(a) establish the Samaganus Advisory Group within sixty (60) days of the signing of this Agreement;

(b) determine the terms of reference of the Samaganus Advisory Group within sixty (60) days of the signing of this Agreement; and

(c) provide a work station for the use of the Member of the RCMP First Nations Community Police Service who will be providing policing services to the Prophet River Band.

SECTION 7: COMMUNITY CONSULTIVE GROUP AND SAMAGANUS ADVISORY GROUP

7.1 The Community Consultive Group and the Samaganus Advisory Group to be established by the Fort Nelson Band and the Prophet River Band respectively should be representative of the communities and may include participants who are elders, women and youth.

7.2 Consistent with this Agreement, the role and responsibility of the Community Consultive Group and the Samaganus Advisory Group will be to:

(a) identify policing issues and concerns in their respective communities to a representative of the RCMP Fort Nelson Detachment;

(b) work with the RCMP Fort Nelson Detachment in seeking solutions to community issues and concerns; and

(c) work with the RCMP to develop, in consultation with a representative of the RCMP Fort Nelson Detachment, the objectives, priorities, goals, strategies and special projects which will assist the communities to address specific community issues and concerns.

7.3 The Community Consultive Group and the Samaganus Advisory Group will meet as they deem necessary.

SECTION 8: ROLE AND RESPONSIBILITIES OF THE RCMP

8.1 The RCMP will:

(a) assign one (1) Member of the RCMP First Nations Community Policing Service to provide policing services for, or to assist in the provision of, policing services for both the Fort Nelson Band and the Prophet River Band pursuant to this Agreement as soon as practicable within six (6) months from the signing of this Agreement;

(b) make best efforts to ensure that the Member of the RCMP First Nations Community Policing Service assigned to both the Fort Nelson Band and the Prophet River Band is culturally compatible with those communities;

(c) ensure the process referred to in 8.1(b) will be consensual and be effected through consultation between the Fort Nelson Band and Prophet River Band or their respective delegates and the Commanding Officer of the Division or his or her delegate;

(d) ensure that the Member deployed through the RCMP First Nations Community Policing Service will devote all of his or her on duty time to the policing needs of the Fort Nelson Band or the Prophet River Band and that at least 80% of this time shall be spent within the boundaries of those two communities;

(e) ensure that the time spent outside of the communities' boundaries by the Member of the RCMP First Nations Community Policing Service will be related to the handling of either Fort Nelson Band or Prophet River Band policing issues, except where an emergency exists, in which case the duties will be determined by the Commander of Fort Nelson Detachment;

(f) ensure that regular status reports detailing the policing services provided for either the Fort Nelson Band or the Prophet River Band are supplied on a monthly basis to the respective Band Councils of the Fort Nelson Band and the Prophet River Band or their designated representative and to the Community Consultative Group or Samaganus Advisory Group respectively;

(g) ensure that, where it is deemed appropriate, special reports, in addition to the monthly reports, be provided on request, to the respective Band Councils and the Community Consultative Group or Samaganus Advisory Group respectively; and

(h) enforce present or future by-laws enacted by the Fort Nelson Band Council and the Prophet River Band Council pursuant to the following sections of the Indian Act,R.S.C., 1985, c.I-5:

(i) section 81(1)(b) - the regulation of traffic,

(ii) section 81(1)(c) - the observance of law and order,

(iii) section 81(1)(d) - the prevention of disorderly conduct and nuisances,

(iv) section 81(1)(p) - the removal and punishment of persons trespassing on the reserve or frequenting the reserve for prohibited purposes,

(v) section 85.1(a) - prohibiting the sale, barter, supply or manufacture of intoxicants on the reserve.

(vi) section 85.1(b) - prohibiting any person from being intoxicated on the reserve, or

(vii) section 85.1(c)- prohibiting any person from having intoxicants in his possession on the reserve.

8.2 The RCMP will ensure that the Member providing service for Fort Nelson and Prophet River Bands receives, in a timely manner, training to allow him or her to meet the needs of those communities. Such training may consist of, but not be limited to family violence, substance abuse, suicide prevention and other areas which are consistent with the policing needs of Fort Nelson and Prophet River Bands.

SECTION 9: ROLE AND RESPONSIBILITIES OF THE RCMP FIRST NATIONS COMMUNITY POLICING SERVICE

9.1 The primary responsibility of the Member deployed through the RCMP First Nations Community Policing Service will be to work in cooperation with both the Fort Nelson Band and the Prophet River Band to provide a professional, effective and efficient policing service, in a manner which is responsive and culturally sensitive to those communities.

9.2 In addition to the "Role and Responsibilities of the RCMP", as described in Section 8, the Member deployed through the RCMP First Nations Community Policing Service will:

(a) treat all people equally and with respect;

(b) uphold the Canadian Charter of Rights and Freedoms;

(c) serve and protect the respective communities;

(d) work with the respective communities and other agencies to prevent or resolve problems that affect the respective communities' safety and quality of life;

(e) establish crime prevention initiatives through community education or assist the respective communities with similar initiatives in their capacity as members of the RCMP-First Nations Community Policing Service;

(f) promote a creative and responsive environment to allow all RCMP Members to deliver community policing services;

(g) enforce the applicable federal and provincial laws and such by-laws referred to in paragraph 8.1(h); and

(h) work with the Community Consultive Group and the Samaganus Advisory Group respectively towards the achievement of objectives, priorities, goals, strategies and special projects which will assist the respective communities to address specific community issues and concerns.

SECTION 10: SPECIAL PROVISIONS

10.1 During the term of this Agreement it shall be acknowledged by the Parties that:

(a) the Member assigned to the Fort Nelson Band and the Prophet River Band through the RCMP First Nations Community Policing Service may be absent from time to time due to illness, holidays or other duty related requirements, in which case the Commander of Fort Nelson Detachment will ensure that the policing needs of the respective communities are met;

(b) the Commander of Fort Nelson Detachment has the authority and responsibility for the personnel who provide the policing services for the Fort Nelson Band and the Prophet River Band; and

(c) concerns regarding the day-to-day policing of the respective communities should be brought to the attention of the Commander of Fort Nelson Detachment.

SECTION 11: INDEMNIFICATION

11.1 The Fort Nelson Band and the Prophet River Band shall indemnify and save harmless Canada and the Province and their respective employees and agents from and against all losses, claims, damages, actions, causes of action, costs and expenses that may arise directly or indirectly out of any act or omission of the Community Consultative Group or the Samaganus Police Advisory Group or their respective members, employees, officers or agents, in the performance of this Agreement. Such indemnity shall survive this Agreement.

11.2 Neither Canada nor the Province shall be responsible for any bodily or personal injury or property damage of any nature whatsoever that may be suffered or sustained by the Fort Nelson Band or the Prophet River Band the Community Consultative Group or the Samaganus Police Advisory Group or their respective members, employees, officers or agents in the performance of this Agreement.

11.3 Canada shall not be held responsible for any incidental, indirect, special or consequential damages or any loss of use, revenue or profit arising out of or in any way related to this Agreement.

SECTION 12: AMENDMENT

12.1 This Agreement may be amended from time to time by written agreement of all Parties.

SECTION 13: TERMINATION

13.1 Any of the Parties may terminate this Agreement with regard to the RCMP First Nations Community Policing Service by giving the other Parties twelve (12) months notice in writing.

SECTION 14: NOTICES

14.1 Any notice or other document required or permitted to be given by one Party to the another Party under this Agreement will be in writing and shall be communicated by registered mail addressed to:

(a) Canada:

Solicitor General Canada
Aboriginal Policing Directorate
340 Laurier Avenue West, 11th floor
Ottawa, Ontario
K1A 0P8
Fax: 613-991-0961

(b) the Province:

Ministry of the Attorney General
Room 232
Parliament Buildings
Victoria, British Columbia
V8V 1X4
Fax: 604-387-6411

(c) Fort Nelson Band:

Fort Nelson Band
Box 3250
Fort Nelson, British Columbia
V0C 1R0

Fax: 604-774-7260

(d) Prophet River Band:

Prophet River Indian Band # 544
Box 3250
Fort Nelson, British Columbia
V0C 1R0

Fax: 604-774-2270

SECTION 15: SAVING PROVISION

15.1 Nothing in this Agreement is in any way intended to replace or amend any obligation that any of the Parties are bound by or required to perform by operation of law.

15.2 Nothing in this Agreement shall abrogate or derogate from any Aboriginal, treaty, consituitional or other rights which have accrued or may accrue to any of the Parties.

SECTION 16: DISPUTES

16.1 Any new issue, matter of general concern or dispute arising under this Agreement shall be a matter for consultation and resolution between the Solicitor General, the Minister and the authorized representative of each of the Fort Nelson Band and the Prophet River Band respectively in such manner as they shall see fit.

IN WITNESS WHEREOF the Parties have executed this Agreement as of the day and year first written above.

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

Solicitor General of Canada

Regional Representative

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA

Attorney General of British Columbia

Provincial Representative

THE FORT NELSON BAND:

The Chief of the Fort Nelson Band

THE PROPHET RIVER BAND

The Chief of the Prophet River Band

ROYAL CANADIAN MOUNTED POLICE AS REPRESENTED BY THE COMMISSIONER

Commissioner

SECTION 3

AGREEMENT BETWEEN

CANADA - BRITISH COLUMBIA

AND THE

NANAIMO FIRST NATION

FOR THE

ROYAL CANADIAN MOUNTED POLICE -

FIRST NATIONS COMMUNITY POLICING SERVICE

THIS AGREEMENT MADE THE 6TH DAY OF December 1994

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY THE SOLICITOR GENERAL OF CANADA

(hereinafter referred to as "Canada")

of the first part

- AND -

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA AS REPRESENTED BY THE ATTORNEY GENERAL OF BRITISH COLUMBIA

(hereinafter referred to as the "Province")

of the second part

- AND -

THE NANAIMO FIRST NATION, AS REPRESENTED BY ITS CHIEF

(hereinafter referred to as the "Nanaimo First Nation")

WHEREAS the Parties wish to cooperate in the provision of effective, efficient, professional and culturally responsive policing services within the Nanaimo First Nation Territory consistent with the needs of Nanaimo First Nation, the federal First Nations Policing Policy, the Commissioner's formal statement on RCMP community policing, RCMP service standards and the Province's policy for First Nations policing;

WHEREAS the Parties recognize that Nanaimo First Nation has a role in the determination of the level and quality of the policing services which it receives and that a tripartite agreement will give concrete expression to this role;

WHEREAS the Parties recognize that the policing services provided through the RCMP First Nations Community Policing Service include the enforcement of the applicable federal and provincial statutes as well as applicable present or future Band by-laws enacted pursuant to the Indian Act R.S.C., 1985, c.I-5 for any of the purposes specified in this Agreement, the prevention of crime and the maintenance of order;

WHEREAS the Parties recognize that nothing in this Agreement shall abrogate or derogate from any Aboriginal, treaty, constitutional or other rights which have accrued or may accrue to any of the Parties;

WHEREAS the Parties wish to, subject to and in accordance with the terms of this Agreement, enter into this Agreement to enable a Member deployed under the RCMP First Nations Community Policing Service to provide policing services for the Nanaimo First Nation:

AND WHEREAS Canada and the Province intend to enter into a Community Tripartite Agreement with the Nanoose First Nation to enable the same Member deployed under the RCMP First Nations Community Policing Service to provide policing services for the Nanoose First Nation as well as the Nanaimo First Nation.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

SECTION 1: DEFINITIONS

1.1 For the purposes of this Agreement, each of the following terms shall, unless the context otherwise requires, have the meaning set out beside it.

"**Actual Costs**" means those direct and indirect costs, as described in article 10 of the Framework Agreement entered into between Canada and the Province on January 13, 1994, incurred by the RCMP in providing policing services to First Nation communities through the RCMP First Nation Community Policing Services during the term of this Agreement;

"**By-Law**" means the by-laws enacted by the Band Council of the Nanaimo First Nation pursuant to the Indian Act;

"**Band Council**" means the Band Council of the Nanaimo First Nation;

"**Commander**" means the RCMP Member in charge of the Nanaimo Detachment, who manages the physical, financial and human resources of the Detachment;

"**Commanding Officer**" means the officer of the RCMP, resident in the Province, appointed by the Commissioner to command the Division;

"**Commissioner**" means the Commissioner of the Royal Canadian Mounted Police;

"**Community Consultative Group**" means the group established under section 7 of this Agreement;

"**Division**" means the organizational component of the RCMP that is responsible for law enforcement and the prevention of crime in the Province;

"**First Nations Policing Policy**" means the federal First Nations Policing Policy announced by the Solicitor General of Canada and the Minister of Indian Affairs and Northern Development on June 27, 1991;

"**Member**" means any member of the RCMP appointed pursuant to the Royal Canadian Mounted Police Act, and any regulations made pursuant thereto and without limitation includes any regular member, special constable, special constable member, and civilian so appointed;

"**Minister**" means the Minister of the Province of British Columbia responsible for policing services in the Province;

"**Nanaimo Detachment**" means the organizational component of the sub-division or division of the RCMP which is assigned the prime responsibility for the provision of police services within the Nanaimo First Nation and that has prescribed territorial boundaries;

"**Nanaimo First Nation**" means the Nanaimo Band number 648, which has been established pursuant to the Indian Act;

"**Nanaimo First Nation Territory**" means the Gabriola Island Reserve number 5, Ma-Guala Reserve number 6, Nanaimo River Reserve number 2, Nanaimo River Reserve number 3, Nanaimo River Reserve number 4, Nanaimo Town Reserve number 1, which are "reserves" as defined in subsection 2(1) of the Indian Act;

"**Nanoose First Nation**" means the Nanoose Band number 649, which has been established pursuant to the Indian Act;

"**Nanoose First Nation Territoriy**" means the Nanoose Reserve which is a "reserve" as defined in subsection 2(1) of the Indian Act;

"**Province**" means the Province of British Columbia;

"**RCMP**" means the police force for Canada continued under the Royal Canadian Mounted Police Act, and known as the Royal Canadian Mounted Police;

1.2 The singular number includes the plural and the plural number includes the singular where such is consistent with the context.

SECTION 2: APPLICATION

2.1 This Agreement applies to the provision of policing services for the Nanaimo First Nation and forms part of Schedule "B" to the Framework Agreement between Canada and the Province regarding the provision of the RCMP First Nations Community Policing Service in the Province.

2.2 This Agreement is made pursuant to the Framework Agreement for the RCMP First Nations Community Policing Service entered into between Canada and the Province on January 13, 1994 (hereinafter referred to as the "Framework Agreement"). Unless this Agreement expressly makes arrangements otherwise, all the provisions of the Framework Agreement apply to this Agreement.

SECTION 3: TERM OF AGREEMENT

3.1 Notwithstanding the date on which this Agreement is executed, this Agreement comes into force on April 1, 1994 and continues in force until March 31, 1998 unless it is terminated pursuant to section 13 of this Agreement.

3.2 Upon the written agreement of the Parties, the provisions of this Agreement will remain in force pending its renewal, extension or renegotiation.

SECTION 4: ROLE AND RESPONSIBILITIES OF CANADA

4.1 Subject to appropriation by Parliament, Canada agrees to provide to the RCMP 52% of the Actual Costs of a complement of .5 of a Member of the RCMP First Nations Community Policing Service for the Nanaimo First Nation in accordance with the terms and conditions set out in the Framework Agreement.

SECTION 5: ROLE AND RESPONSIBILITIES OF THE PROVINCE

5.1 Subject to appropriation by the Legislature, the Province agrees to provide to the RCMP 48% of the Actual Costs of a complement of .5 of a Member of the RCMP First Nations Community Policing Service for the Nanaimo First Nation in accordance with the terms and conditions set out in the Framework Agreement.

SECTION 6: ROLE AND RESPONSIBILITIES OF NANAIMO BAND COUNCIL

6.1 The Band Council of the Nanaimo First Nation or its designated representative will, pursuant to the provisions of this Agreement:

(a) establish a Community Consultative Group within sixty (60) days of the signing of this Agreement;

(b) determine the terms of reference of the Community Consultative Group within sixty (60) days of the signing of this Agreement; and

(c) provide a work station for the use of the member of the RCMP-First Nations Community Policing Service who will be providing policing services to the Nanaimo First Nation.

SECTION 7: COMMUNITY CONSULTATIVE GROUP

7.1 The Community Consultative Group to be established by the Nanaimo First Nation should be representative of the community and may include participants who are elders, women and youth.

7.2 Consistent with this Agreement, the role and responsibility of the Community Consultative Group will be to:

(a) identify policing issues and concerns to a representative of the RCMP Nanaimo Detachment;

(b) work with the RCMP Nanaimo Detachment in seeking solutions to community issues and concerns; and

(c) work with the RCMP to develop, in consultation with a representative of the RCMP Nanaimo Detachment, the objectives, priorities, goals, strategies and special projects which will assist the community to address specific community issues and concerns.

7.3 The Community Consultative Group will meet as it deems necessary.

SECTION 8: ROLE AND RESPONSIBILITIES OF THE RCMP

8.1 The RCMP will:

(a) assign one (1) Member of the RCMP First Nations Community Policing Service to provide policing services for, or to assist in, the provision of policing services to both the Nanaimo and the Nanoose First Nations pursuant to this Agreement and a Community Tripartite Agreement between Canada, the Province and the Nanoose First Nation as soon as practicable within six(6) months from the signing of this Agreement;

(b) make best efforts to ensure that the Member of the RCMP First Nations Community Policing Service assigned to the Nanaimo and the Nanoose First Nations is culturally compatible with the community;

(c) ensure that the process referred to in paragraph 8.1(b) will be consensual and be effected through consultation between the Nanaimo and Nanoose First Nations and the Commanding Officer of the Division or his or her designate;

(d) ensure that the Member deployed through the RCMP First Nations Community Policing Service will devote all of his or her on duty time equally to the policing needs of the Nanaimo and Nanoose First Nations and that at least 80% of this time shall be spent within the boundaries of the Nanaimo First Nations Territory and the Nanoose First Nation Territory;

(e) ensure that the time spent outside of the Nanaimo First Nation Territory and the Nanoose First Nation Territory boundaries by the Member of the RCMP First Nations Community Policing Service will be related to the handling of Nanaimo and Nanoose First Nations policing issues, except where an emergency exists, in which case the duties will be determined by the Commander of Nanaimo Detachment;

(f) ensure that regular status reports detailing the policing services provided for Nanaimo First Nation are supplied on a monthly basis to the Band Council of the Nanaimo First Nation or its designated representative and the Community Consultative Group;

(g) ensure that, where it is deemed appropriate, special reports, in addition to the monthly reports, be provided on request, to the Band Council and the Community Consultive Group; and

(h) enforce present or future by-laws enacted by the Band Council of the Nanaimo First Nation pursuant to the following sections of the Indian Act:

(i) section 81(1)(b) - the regulation of traffic,

(ii) section 81(1)(c) - the observance of law and order,

(iii) section 81(1)(d) - the prevention of disorderly conduct and nuisances,

(iv) section 81(1)(p) - the removal and punishment of persons trespassing on the reserve or frequenting the reserve for prohibited purposes,

(v) section 85.1(a) - prohibiting the sale, barter, supply or manufacture of intoxicants on the reserve,

(vi) section 85.1(b) - prohibiting any person from being intoxicated on the reserve, or

(vii) section 85.1(c) - prohibiting any person from having intoxicants in his possession on the reserve.

8.2 The RCMP will ensure that the Member providing service for the Nanaimo First Nation receives, in a timely manner, training to allow him or her to meet the needs of that community. Such training may consist of, but not be limited to family violence, substance abuse, suicide prevention and other areas which are consistent with the policing needs of the Nanaimo First Nation.

SECTION 9: ROLE AND RESPONSIBILITIES OF THE RCMP FIRST NATIONS COMMUNITY POLICING SERVICE

9.1 The primary responsibility of the Member deployed through the RCMP First Nations Community Policing Service will be to work in cooperation with the Nanaimo First Nation to provide a professional, effective and efficient policing service, in a manner which is responsive and culturally sensitive to that community.

9.2 In addition to the "Role and Responsibilities of the RCMP", as described in Section 8, the Member deployed through the RCMP First Nations Community Policing Service will:

(a) treat all people equally and with respect;

(b) uphold the Canadian Charter of Rights and Freedoms;

(c) serve and protect the community;

(d) work with the community and other agencies to prevent or resolve problems that affect the community's safety and quality of life;

(e) establish crime prevention initiatives through community education or assist the community with similar initiatives in his or her capacity as a Member of the RCMP-First Nations Community Policing Service;

(f) promote a creative and resp sive environment to allow all RCMP Members to deliver community polic g services;

(g) enforce applicable federal and provincial laws and such by-laws referred to in paragraph 8.1(h); and

(h) work with the Community Consultive Group towards the achievement of objectives, priorities, goals, strategies and special projects which will assist the community to address specific community issues and concerns.

SECTION 10: SPECIAL PROVISIONS

10.1 During the term of this Agreement it shall be acknowledged by the Parties that:

(a) the Member assigned to the Nanaimo and the Nanoose First Nations through the RCMP First Nations Community Policing Service may be absent from time to time due to illness, holidays or other duty related requirements, in which case the commander of Nanaimo Detachment will ensure that the policing needs of the community are met;

(b) the Commander of Nanaimo Detachment has the authority and responsibility for the personnel who provide the policing services for the Nanaimo First Nation; and

(c) concerns regarding the day-to-day policing of the community should be brought to the attention of the Commander of Nanaimo Detachment.

SECTION 11: INDEMNIFICATION

11.1 The Nanaimo First Nation shall indemnify and save harmless Canada and the Province and their respective employees and agents from and against all losses, claims, damages, actions, causes of action, costs and expenses that may arise directly or indirectly out of any act or omission of the Community Consultative Group or its respective members, employees, officers or agents, in the performance of this Agreement. Such indemnity shall survive the Agreement.

11.2 Neither Canada nor the Province shall be responsible for any bodily or personal injury or property damage of any nature whatsoever that may be suffered or sustained by the Nanaimo First Nation, the Community Consultative Group and their respective members, employees, officers or agents in the performance of this Agreement.

11.3 Canada shall not be held responsible for any incidental, indirect, special or consequential damages or any loss of use, revenue or profit of the Agreement arising out of or in any way related to this Agreement.

SECTION 12: AMENDMENT

12.1 This Agreement may be amended from time to time by written agreement of all Parties.

SECTION 13: TERMINATION

13.1 Any of the Parties may terminate this Agreement with regard to the RCMP First Nations Community Policing Service by giving the other Parties twelve (12) months notice in writing.

SECTION 14: NOTICES

14.1 Any notice or other document required or permitted to be given by one Party to the other Party under this Agreement will be in writing and shall be communicated by registered mail addressed to:

(a) Canada:

Solicitor General Canada
Aboriginal Policing Directorate
340 Laurier Avenue West, 11th floor
Ottawa, Ontario
K1A 0P8
Fax: 613-991-0961

(b) the Province:

Ministry of the Attorney General
Room 232
Parliament Buildings
Victoria, British Columbia
V8V 1X4
Fax: 604-387-6411

(c) Nanaimo First Nation:

145 Totem Road
Nanaimo, B.C.
V9R 1H1
Fax: 604-753-3492

SECTION 15: SAVING PROVISION

15.1 Nothing in this Agreement is in any way intended to replace or amend any obligation that either Party is bound by or required to perform by operation of law.

15.2 Nothing in this Agreement shall abrogate or derogate from any Aboriginal, treaty, constitutional or other rights which have accrued or may accrue to any of the Parties.

SECTION 16: DISPUTES

16.1 Any new issue, matter of general concern or dispute arising under this Agreement shall be a matter for consultation and resolution between the Solicitor General, the Minister and the Nanaimo First Nation in such manner as they shall see fit.

IN WITNESS WHEREOF the Parties have executed this Agreement as of the day and year first written above.

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

Solicitor General of Canada

Regional Representative

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA

Attorney General of British Columbia

Provincial Representative

THE NANAIMO FIRST NATION:

The Chief of the Nanaimo Band

ROYAL CANADIAN MOUNTED POLICE AS REPRESENTED BY THE COMMISSIONER

Commissioner

SECTION 4

AGREEMENT BETWEEN

CANADA - BRITISH COLUMBIA

AND THE

NISGA'A TRIBAL COUNCIL

FOR THE

ROYAL CANADIAN MOUNTED POLICE -

FIRST NATIONS COMMUNITY POLICING SERVICE

THIS AGREEMENT MADE THE 21st DAY OF December 1994

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY THE SOLICITOR GENERAL OF CANADA

(hereinafter referred to as "Canada")

of the first part

- AND -

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA AS REPRESENTED BY THE ATTORNEY GENERAL OF BRITISH COLUMBIA

(hereinafter referred to as the "Province")

of the second part

- AND -

THE NISGA'A TRIBAL COUNCIL, ACTING ON BEHALF OF THE BANDS AND COUNCILS OF GITWINKSIHLKW, LAKALZAP AND GITLAKDAMIX

AS REPRESENTED BY THEIR CHIEF COUNCILLORS

(hereinafter referred to as the "Nisga'a Nation")

of the third part

WHEREAS the Parties wish to cooperate in the provision of effective, efficient, professional and culturally responsive policing services within the Nisga'a Nation Territory consistent with the needs of Nisga'a Nation, the federal First Nations Policing Policy, the Commissioner's formal statement on RCMP community policing, RCMP service standards and the Province's policy for First Nations policing;

WHEREAS the Parties recognize that the Nisga'a Nation have a role in the determination of the level and quality of the policing services which they receive and that a tripartite agreement will give concrete expression to this role;

WHEREAS the Parties recognize that the policing services provided through the RCMP First Nations Community Policing Service include the enforcement of the applicable federal and provincial statutes as well as applicable present or future Band by-laws enacted pursuant to the Indian Act, R.S.C.,1985, c.I-5 for any of the purposes specified in this Agreement, the prevention of crime and the maintenance of order;

WHEREAS the Parties recognize that nothing in this Agreement shall abrogate or derogate from any Aboriginal, treaty, constitutional or other rights which have accrued or may accrue to any of the Parties;

AND WHEREAS the Parties wish to, subject to and in accordance with the terms of this Agreement, enter into this Agreement to enable peace officers deployed under the RCMP First Nations Community Policing Service to provide policing services for the Nisga'a Nation.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

SECTION 1: DEFINITIONS

1.1 For the purposes of this Agreement, each of the following terms shall, unless the context otherwise requires, have the meaning set out beside it.

"**Actual Costs**" means those direct and indirect costs, as described in article 10 of the Framework Agreement entered into between Canada and the Province on January 13, 1994, incurred by the RCMP in providing policing services to First Nation communities through the RCMP First Nation Community Policing Services during the term of this Agreement;

"**Band Councils**" means the Band Councils of the Gitwinksihlkw, Lakalzap, and Gitlakdamix Bands;

"**By-Law**" means the by-laws enacted by the Band Councils of the Gitwinksihlkw, Lakalzap, and Gitlakdamix Bands pursuant to the Indian Act, R.S.C. 1985, c. I-5;

"**Commander**" means the RCMP Member in charge of the New Aiyansh Detachment, who manages the physical, financial and human resources of the Detachment;

"**Commanding Officer**" means the officer of the RCMP, resident in the Province, appointed by the Commissioner to command the Division;

"**Commissioner**" means the Commissioner of the Royal Canadian Mounted Police;

"**Community Consultative Group**" means a group established under section 7 of this Agreement;

"**Division**" means the organizational component of the RCMP that is responsible for law enforcement and the prevention of crime in the Province;

"**First Nations Policing Policy**" means the federal First Nations Policing Policy announced by the Solicitor General of Canada and the Minister of Indian Affairs and Northern Development on June 27, 1991;

"**Member**" means any member of the RCMP appointed pursuant to the Royal Canadian Mounted Police Act, and any regulations made pursuant thereto and without limitation includes any regular member, special constable, special constable member, and civilian so appointed;

"**Minister**" means the Minister of the Province of British Columbia responsible for policing services in the Province;

"**New Aiyansh Detachment**" means the organizational component of the sub-division or division of the RCMP which is assigned the prime responsibility for the provision of police services within the Nisga'a Nation and that has prescribed territorial boundaries;

"**Nisga'a Nation**" means the Gitwinksihlkw Band Number 679, the Lakalzap Band Number 678 and the Gitlakdamix Band Number 677, which have been established pursuant to the Indian Act;

"**Nisga'a Nation Territory**" means the:

Amaral Reserve number 46,
Amaral Reserve number 47,
Gish Creek Reserve number 45,
Gwinaha Reserve number 44,
Gitwinksihlkw (Canyon City) Reserver number 7,
Zaulzap Reserve number 29,
Zaulzap Reserve number 29A,
Andegulay Reserve number 8,
Andegulay Reserve number 8A,
Lachkaltsap Reserve number 9,
Aiyansh (Kitladamas) Reserve number 1,
Aiyansh Reserve number 83,
Aiyansh Reserve number 87,
Amatal Reserve number 5,
Amatal Reserve number 6,
Anokswok Reserve number 59,
Gitsheoaksit Reserve number 68,
Gitquinmiyaue Reserve number 76,

Gwindebilk Reserve number 51,
Gwingag Reserve number 53,
Gwinkbawaueast Reserve number 5,
Gwinnauz Reserve number 52,
Kinyug Reserve number 57,
Kitladamax Reserve number 1A,
Ksilamisk Reserve number 89,
Kwinamuck Reserve number 49,
Kzimeng Reserve number 82,
Lakksgamal Reserve number 85,
Lakksgamal Reserve number 86,
Lakksgamal Reserve number 88,
New Aiyansh Reserve number 1,
Quinogag Reserve number 61,
Sanklksgmal Reserve number 80,
Seaks Reserve number 3,
Seaks Reserve number 60,
Shumal Creek Reserve number 81,
Shumal Creek Reserve number 84,
Shumal Creek Reserve number 4,
Taylor Lake Reserve number 50,
Tsimmanweenclist Reserve number 2,
Voilnadamtk Reserve number 48,

which are "reserves" as defined in subsection 2(1) of the Indian Act;

"**Nisga'a Tribal Council**" means a body duly incorporated under the laws of the province of British Columbia acting on behalf of the Band Councils of the Gitwinksihlkw Band No. 679, the Lakalzap Band No.678, and the Gitlakdamix Band No. 677;

"**Province**" means the Province of British Columbia;

"**RCMP**" means the police force for Canada continued under the Royal Canadian Mounted Police Act, and known as the Royal Canadian Mounted Police;

1.2 The singular number includes the plural and the plural number includes the singular where such is consistent with the context.

SECTION 2: APPLICATION

2.1 This Agreement applies to the provision of policing services for the Nisga'a Nation and forms part of Schedule "B" to the Framework Agreement between Canada and the Province regarding the provision of the RCMP First Nations Community Policing Service in the Province.

2.2 This Agreement is made pursuant to the Framework Agreement for the RCMP First Nations Community Policing Service entered into between Canada and the Province on January 13, 1994 (hereinafter referred to as the "Framework Agreement"). Unless this Agreement expressly makes arrangements otherwise, all the provisions of the Framework Agreement apply to this Agreement.

SECTION 3: TERM OF AGREEMENT

3.1 Notwithstanding the date on which this Agreement is executed, this Agreement comes into force on April 1, 1994 and continues in force until March 31, 1998, unless it is terminated pursuant to section 13 of this Agreement.

3.2 Upon the written agreement of the Parties, the provisions of this Agreement will remain in force pending its renewal, extension or renegotiation.

SECTION 4: ROLE AND RESPONSIBILITIES OF CANADA

4.1 Subject to appropriation by Parliament, Canada agrees to provide to the RCMP 52% of the Actual Costs of a complement of two(2) Members of the RCMP First Nations Community Policing Service for the Nisga'a Nation in accordance with the terms and conditions set out in the Framework Agreement.

SECTION 5: ROLE AND RESPONSIBILITIES OF THE PROVINCE

5.1 Subject to appropriation by the Legislature, the Province agrees to provide to the RCMP 48% of the Actual Costs of a complement of two(2) Members of the RCMP First Nations Community Policing Service for the Nisga'a Nation in accordance with the terms and conditions set out in the Framework Agreement.

SECTION 6: ROLE AND RESPONSIBILITIES OF THE BAND COUNCILS OF THE NISGA'A NATION

6.1 The Band Councils of the Nisga'a Nation or their designated representatives will, pursuant to the provisions of this Agreement:

(a) each establish a Community Consultative Group within sixty (60) days of the signing of this Agreement;

(b) determine the terms of reference of their respective Community Consultative Group within sixty (60) days of the signing of this Agreement; and

(c) provide a work station for the use of the members of the RCMP - First Nations Community Policing Service who will be providing policing services to the Nisga'a Nation.

SECTION 7: COMMUNITY CONSULTATIVE GROUP

7.1 The Community Consultative Groups to be established by the Nisga'a Nation should be representative of the respective communities and may include participants who are elders, women and youth.

7.2 Consistent with this Agreement, the role and responsibility of the Community Consultative Groups will be to:

(a) identify policing issues and concerns to a representative of the RCMP New Aiyansh Detachment;

(b) work with the RCMP New Aiyansh Detachment in seeking solutions to community issues and concerns; and

(c) work with the RCMP to develop, in consultation with a representative of the RCMP New Aiyansh Detachment, the objectives, priorities, goals, strategies and special projects which will assist the communities to address specific community issues and concerns.

7.3 The Community Consultive Groups will meet as they deem necessary.

SECTION 8: ROLE AND RESPONSIBILITIES OF THE RCMP

8.1 The RCMP will:

(a) assign two(2) Members of the RCMP First Nations Community Policing Service to provide policing services for, or to assist in, the provision of policing services to the Nisga'a Nation pursuant to this Agreement as soon as practicable within six(6) months from the signing of this Agreement;

(b) make best efforts to ensure that Members of the RCMP First Nations Community Policing Service assigned to the Nisga'a Nation are culturally compatible with the respective communities;

(c) ensure that the process referred to in paragraph 8.1(b) will be consensual and be effected through consultation between the Nisga'a Nation and the Commanding Officer or his or her designate;

(d) ensure that the Members deployed through the RCMP First Nations Community Policing Service will devote all of their on duty time to the policing needs of the Nisga'a Nation and that at least 80% of this time shall be spent within the boundaries of the Nisga'a Nation Territory;

(e) ensure that the time spent outside of the Nisga'a Nation Territory's boundaries by the Members of the RCMP First Nations Community Policing Service will be related to the handling of Nisga'a Nation policing issues, except where an emergency exists, in which case the duties will be determined by the Commander of New Aiyansh Detachment;

(f) ensure that regular status reports detailing the policing services provided for Nisga'a Nation are supplied on a monthly basis to the respective Band Councils of the Nisga'a Nation or their respective designated representatives, the Nisga'a Tribal Council and the Community Consultative Groups;

(g) ensure that, where it is deemed appropriate, special reports, in addition to the monthly reports, be provided on request, to the Band Councils, the Nisga'a Tribal Council and the Community Consultative Groups; and

(h) enforce present or future by-laws enacted by the Band Councils of the Nisga'a Nation pursuant to the following sections of the Indian Act R.S.C, 1985, c.I-5:

(i) section 81(1)(b) - the regulation of traffic,

(ii) section 81(1)(c) - the observance of law and order,

(iii) section 81(1)(d) - the prevention of disorderly conduct and nuisances,

(iv) section 81(1)(p) - the removal and punishment of persons trespassing on the reserve or frequenting the reserve for prohibited purposes,

(v) section 85.1(a) - prohibiting the sale, barter, supply or manufacture of intoxicants on the reserve,

(vi) section 85.1(b) - prohibiting any person from being intoxicated on the reserve, or

(vii) section 85.1(c) - prohibiting any person from having intoxicants in his possession on the reserve.

8.2 The RCMP will ensure that Members providing service for Nisga'a Nation receive, in a timely manner, training to allow them to meet the needs of those communities. Such training may consist of, but not be limited to family violence, substance abuse, suicide prevention and other areas which are consistent with the policing needs of Nisga'a Nation.

SECTION 9: ROLE AND RESPONSIBILITIES OF THE RCMP FIRST NATIONS COMMUNITY POLICING SERVICE

9.1 The primary responsibility of the Members deployed through the RCMP First Nations Community Policing Service will be to work in cooperation with the Nisga'a Nation to provide a professional, effective and efficient policing service, in a manner which is responsive and culturally sensitive to those communities.

9.2 In addition to the "Role and Responsibilities of the RCMP", as described in Section 8, the Members deployed through the RCMP First Nations Community Policing Service will:

(a) treat all people equally and with respect;

(b) uphold the Canadian Charter of Rights and Freedoms;

(c) serve and protect the communities;

(d) work with the communities and other agencies to prevent or resolve problems that affect the communities' safety and quality of life;

(e) establish crime prevention initiatives through community education or assist the communities with similar initiatives in their capacity as Members of the RCMP-First Nations Community Policing Service;

(f) promote a creative and responsive environment to allow all RCMP Members to deliver community policing services;

(g) enforce the applicable federal and provincial laws and such by-laws referred to in paragraph 8.1(h); and

(h) work with the Community Consultive Groups towards the achievement of objectives, priorities, goals, strategies and special projects which will assist the communities to address specific community issues and concerns.

SECTION 10: SPECIAL PROVISIONS

10.1 During the term of this Agreement it shall be acknowledged by the Parties that:

(a) the Members assigned to the Nisga'a Nation through the RCMP First Nations Community Policing Service may be absent from time to time due to illness, holidays or other duty related requirements, in which case the Commander of New Aiyansh Detachment will ensure that the policing needs of the communities are met;

(b) the Commander of New Aiyansh Detachment has the authority and responsibility for the personnel who provide the policing services for the Nisga'a Nation; and

(c) concerns regarding the day-to-day policing of the communities should be brought to the attention of the Commander of New Aiyansh Detachment.

SECTION 11: INDEMNIFICATION

11.1 The Nisga'a Nation shall indemnify and save harmless Canada and the Province and their respective employees and agents from and against all losses, claims, damages, actions, causes of action, costs and expenses that may arise directly or indirectly out of any act or omission of the Community Consultative Groups or their respective members, employees, officers or agents, in the performance of this Agreement. Such indemnity shall survive the Agreement.

11.2 Neither Canada nor the Province shall be responsible for any bodily or personal injury or property damage of any nature whatsoever that may be suffered or sustained by the Nisga'a Nation, the Community Consultative Groups and their respective members, employees, officers or agents in the performance of this Agreement.

11.3 Canada shall not be held responsible for any incidental, indirect, special or consequential damages or any loss of use, revenue or profit arising out of or in any way related to this Agreement.

SECTION 12: AMENDMENT

12.1 This Agreement may be amended from time to time by written agreement of all Parties.

SECTION 13: TERMINATION

13.1 Any of the Parties may terminate this Agreement with regard to the RCMP First Nations Community Policing Service by giving the other Parties twelve (12) months notice in writing.

SECTION 14: NOTICES

14.1 Any notice or other document required or permitted to be given by one Party to the other Party under this Agreement will be in writing and shall be communicated by registered mail addressed to:

(a) Canada:

Solicitor General Canada
Aboriginal Policing Directorate
340 Laurier Avenue West, 11th floor
Ottawa, Ontario
K1A 0P8
Fax: 613-991-0961

(b) the Province:

Ministry of the Attorney General
Room 232
Parliament Buildings
Victoria, British Columbia
V8V 1X4
Fax: 604-387-6411

(c) Nisga'a Tribal Council:

Box 231
New Aiyansh, B.C.
V0J 1A0
Fax: 604-633-2367

SECTION 15: SAVING PROVISION

15.1 Nothing in this Agreement is in any way intended to replace or amend any obligation that either Party is bound by or required to perform by operation of law.

15.2 Nothing in this agreement shall abrogate or derogate from any Aboriginal, treaty, constitutional or other rights which have accrued or may accrue to any of the Parties.

SECTION 16: DISPUTES

16.1 Any new issue, matter of general concern or dispute arising under this Agreement shall be a matter for consultation and resolution between the Solicitor General, the Minister and the Nisga'a Tribal Council in such manner as they shall see fit.

IN WITNESS WHEREOF the Parties have executed this Agreement as of the day and year first written above.

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

Solicitor General of Canada

Regional Representative

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA

Attorney General of British Columbia

Representative

THE NISGA'A NATION:

The Chief Councillor of the Gitwinksilhkw Band

The Chief Councillor of the Lakalzap Band

The Chief Councillor of the Gitlakdamix Band

President, Nisga'a Tribal Council

ROYAL CANADIAN MOUNTED POLICE AS REPRESENTED BY THE COMMISSIONER

Commissioner

SECTION 5

AGREEMENT BETWEEN

CANADA - SASKATCHEWAN

AND THE

FILE HILLS AGENCY FIRST NATIONS

FOR THE

ROYAL CANADIAN MOUNTED POLICE -

FIRST NATIONS COMMUNITY POLICING SERVICE

THIS AGREEMENT MADE THE 1ST DAY OF DEC, 1994

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED
BY THE SOLICITOR GENERAL OF CANADA
(hereinafter referred to as "Canada")

of the first part

- AND -

HER MAJESTY THE QUEEN IN RIGHT OF
THE PROVINCE OF SASKATCHEWAN
AS REPRESENTED BY THE MINISTER OF JUSTICE OF SASKATCHEWAN
(hereinafter referred to as the "Province")

of the second part

- AND -

THE FILE HILLS AGENCY INC., A DULY INCORPORATED BODY UNDER THE LAWS OF SASKATCHEWAN, ACTING ON BEHALF OF THE BANDS AND COUNCILS OF CARRY THE KETTLE NAKOTA FIRST NATIONS, PEEPEEKISIS CREE FIRST NATIONS, OKANESE CREE FIRST NATION, STAR BLANKET CREE FIRST NATIONS AND LITTLE BLACK BEAR CREE/ASSINIBOINE FIRST NATION AS REPRESENTED BY THEIR CHIEFS AND COUNCILS
(hereinafter referred to as the "File Hills Agency First Nations")

of the third part

WHEREAS the Parties wish to cooperate in the provision of effective, efficient, professional and culturally responsive policing services within File Hills Agency First Nations Territories consistent with the needs of the File Hills Agency First Nations, the First Nations Policing Policy, the Commissioner's formal statement on RCMP community policing and the Province's policy for First Nations Policing;

WHEREAS the Parties recognize the shared responsibilities to maintain peace and good order in First Nations Territories, and that the File Hills Agency First Nations have a role in the determination of the level and quality of the policing services which they receive and that a tripartite agreement will give concrete expression to this role;

WHEREAS the Parties recognize that the policing services provided through the RCMP First Nations Community Policing Service include the enforcement of federal and provincial statutes and certain Band by-laws specified in this Agreement, the prevention of crime and the maintenance of order;

WHEREAS the Parties recognize that nothing in this Agreement shall abrogate or derogate from any Aboriginal, treaty, constitutional or other rights which have or may accrue to any of the Parties;

WHEREAS it is understood that the goal of the File Hills Agency First Nations is to establish a First Nation administered Police Service for the File Hills Agency First Nations and this Agreement is entered into as an interim measure to facilitate the planning and orderly transition from the current policing services to a First Nation administered Police Service;

AND WHEREAS the Parties wish to, subject to and in accordance with the terms of this Agreement, enter into this Agreement to enable peace officers deployed under the RCMP First Nations Community Policing Service to provide policing services for the File Hills Agency First Nations.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

SECTION 1: DEFINITIONS

1.1 For the purposes of this Agreement, each of the following terms shall, unless the context otherwise requires, have the meaning set out beside it.

"**Actual Costs**" means those direct and indirect costs, as described in section 8 of the Framework Agreement entered into between Canada, the Province and the Federation of Saskatchewan Indian Nations on May 18, 1993, incurred by the RCMP in providing policing services to First Nation communities through the RCMP First Nations Community Policing Service during the term of this Agreement;

"**Balcarres Detachment**" means the organizational component of the sub-division or division of the RCMP which is assigned the joint responsibility, with the Indian Head Detachment, for the provision of police services within the File Hills Agency First Nations and that has prescribed territorial boundaries and includes the File Hills Agency (Okanese) RCMP First Nations Community Police Service;

"**Band Councils**" means the councils of the File Hills Agency First Nations;

"**By-Law**" means the by-laws enacted by the Band Councils of File Hills Agency First Nations pursuant to the Indian Act, R.S.C. 1985, c. I-5;

"**Commander of the Balcarres Detachment**" means the RCMP Member in charge of the Balcarres Detachment who manages the physical, financial and human resources of the Detachment;

"**Commander of the File Hills Agency (Carry the Kettle) RCMP First Nations Community Police Service**" means the RCMP Member in charge of the File Hills Agency (Carry the Kettle) RCMP First Nations Community Police Service who reports to the Commander of Indian Head Detachment;

"**Commander of the File Hills Agency (Okanese) RCMP First Nations Community Police Service**" means the RCMP Member in charge of the File Hills Agency (Okanese) RCMP First Nations Community Police Service who reports to the Commander of the Balcarres Detachment;

"**Commander of the Indian Head Detachment**" means the RCMP Member in charge of the Indian Head Detachment who manages the physical, financial and human resources of the Detachment;

"**Commanding Officer**" means the officer of the RCMP, resident in the Province, appointed by the Commissioner to command the Division;

"**Commissioner**" means the Commissioner of the Royal Canadian Mounted Police;

"**Division**" means the organizational component of the RCMP that is responsible for law enforcement and the prevention of crime in the Province;

"**File Hills Agency First Nations**" means File Hills Agency Inc., being a duly incorporated body under the laws of Saskatchewan, acting on behalf of the Carry the Kettle Nakota First Nations, Band number 378, Peepeekisis Cree First Nations, Band number 384, Okanese Cree First Nation, Band number 382, Star Blanket Cree First Nations, Band number 387, and Little Black Bear Cree/Assiniboine First Nation, Band number 379, which have been established pursuant to the Indian Act;

"**File Hills Agency First Nations Territory**" means the Assiniboine Reserve number 76, Peepeekisis Reserve number 81, Okanese Reserve number 82, Star Blanket Reserve number 83, Wa-Pii Moos-Toosis Reserve number 83A and Little Black Bear Reserve number 84, which are "reserves" as defined in subsection 2(1) of the Indian Act;

"**File Hills Agency RCMP First Nations Community Police Services**" means the File Hills Agency (Carry the Kettle) RCMP First Nations Community Police Service and the File Hills Agency (Okanese) RCMP First Nations Community Police Service;

"**First Nations Policing Policy**" means the federal First Nations Policing Policy announced by the Solicitor General of Canada and the Minister of Indian Affairs and Northern Development on June 27, 1991;

"**Fiscal Year**" means the twelve month period beginning on April 1 in any year and ending on March 31 in the next year;

"**Indian Head Detachment**" means the organizational component of the sub-division or division of the RCMP which is assigned the joint responsibility, with the Balcarres Detachment, for the provision of police services within the File Hills Agency First Nations and that has prescribed territorial boundaries and includes the File Hills Agency (Carry the Kettle) RCMP First Nations Community Police Service;

"**Member**" means any member of the RCMP appointed pursuant to the Royal Canadian Mounted Police Act and any regulations made pursuant thereto and without limitation includes any regular member, special constable, special constable member, and civilian so appointed;

"**Minister**" means the Minister of the Province of Saskatchewan responsible for policing services in the Province;

"**Parties**" means Canada, the Province and the File Hills Agency First Nations;

"**Police Management Board**" means the group established under section 7 of this Agreement;

"**Province**" means the Province of Saskatchewan;

"**RCMP**" means the police force for Canada continued under the Royal Canadian Mounted Police Act, and known as the Royal Canadian Mounted Police;

"**RCMP First Nations Community Policing Service**" means the service under which First Nations members designated as peace officers under paragraph 7(1)(d) of the Royal Canadian Mounted Police Act are employed to provide policing services to First Nation communities pursuant to this Agreement.

1.2 The singular number includes the plural and the plural number includes the singular where such is consistent with the context.

SECTION 2: APPLICATION

2.1 This Agreement applies to the provision of policing services for File Hills Agency First Nations and the establishment of the File Hills Agency RCMP First Nations Community Police Services and forms part of Schedule "B" to the Framework Agreement between Canada, the Province and the Federation of Saskatchewan Indian Nations regarding the provision of the RCMP First Nations Community Policing Service in the Province.

2.2 This Agreement is made pursuant to the Framework Agreement for the RCMP First Nations Community Policing Service entered into between Canada, the Province and the Federation of Saskatchewan Indian Nations on May 18, 1993 (hereinafter referred to as the "Framework Agreement"). Unless this Agreement expressly makes arrangements otherwise, all the provisions of the Framework Agreement apply to this Agreement.

SECTION 3: TERM OF AGREEMENT

3.1 Notwithstanding the date on which this Agreement is executed, this Agreement comes into force on April 1, 1994 and continues in force until March 31, 1997, unless it is terminated pursuant to section 14 of this Agreement.

3.2 Upon the written agreement of the Parties, the provisions of this Agreement will remain in force pending its renewal, extension or renegotiation.

SECTION 4: ROLE AND RESPONSIBILITIES OF CANADA

4.1 Subject to appropriation by Parliament, Canada agrees to provide to the RCMP 52% of the Actual Costs of a complement of five (5) Members of the RCMP First Nations Community Policing Service for the File Hills Agency First Nations and the provision of the File Hills Agency RCMP First Nations Community Police Services in accordance with the terms and conditions set out in the Framework Agreement.

4.2 In addition to the Actual Costs set out in subsection 4.1 and subject to appropriation by Parliament, Canada agrees to provide to the File Hills Agency First Nations:

(a) on April 1 of each fiscal year, an amount not to exceed $4,160 in each fiscal year for the costs of the Police Management Board described in section 7; this amount represents 52% of the estimated annual costs of the Police Management Board and includes the honorarium and travel costs of its members;

(b) on April 1 of each fiscal year, an amount not to exceed $15,600 in each fiscal year for the costs of the Community Support Services described in section 8; this amount represents 52% of the estimated annual costs of the Community Support Services and includes $2000 per month for the salaries or honorarium of its members and $6000 per year in travel costs; and

(c) on April 1 of each fiscal year, 52% of the funding for a clerk-stenographer position for the File Hills Agency RCMP First Nations Community Police Services in an amount not to exceed the following levels:

(i) $10,140 towards the salary and $1,535.04 towards the benefits in fiscal year 1994/95;

(ii) $11,180 towards the salary and $1,677 towards the benefits in fiscal year 1995/96; and

(iii) $12,740 towards the salary and $1,833 towards the benefits in fiscal year 1996/97.

4.3 The funds for the clerk-stenographer referred to in paragraph 4.2(c) shall be allotted to provide for two fifths of a position at File Hills Agency (Carry the Kettle) RCMP First Nations Community Police Service and three fifths of a position at File Hills Agency (Okanese) RCMP First Nations Community Police Service.

SECTION 5: ROLE AND RESPONSIBILITIES OF THE PROVINCE

5.1 Subject to appropriation by the Legislature, the Province agrees to provide to the RCMP 48% of the Actual Costs of a complement of five (5) Members of the RCMP First Nations Community Policing Service for the File Hills Agency First Nations and the provision of the File Hills Agency RCMP First Nations Community Police Services in accordance with the terms and conditions set out in the Framework Agreement.

5.2 In addition to the Actual Costs set out in subsection 5.1 and subject to appropriation by the Provincial Legislature, the Province agrees to provide to the File Hills Agency First Nations:

(a) on April 1 of each fiscal year, an amount not to exceed $3,840 in each fiscal year for the costs of the Police Management Board described in section 7; this amount represents 48% of the estimated annual costs of the Police Management Board and includes the honorarium and travel costs of its members;

(b) on April 1 of each fiscal year, an amount not to exceed $14,400 in each fiscal year for the costs of the Community Support Services described in section 8; this amount represents 48% of the estimated annual costs of the Community Support Services and includes $2000 per month for the salaries or honorarium of its members and $6000 per year in travel costs; and

(c) on April 1 of each fiscal year, 48% of the funding for a clerk stenographer position for the File Hills Agency RCMP First Nations Community Police Services in an amount not to exceed the following levels:

(i) $9,360 towards the salary and $1,416.96 towards the benefits in fiscal year 1994/95;

(ii) $10,320 towards the salary and $1,548 towards the benefits in fiscal year 1995/96; and

(iii) $11,760 towards the salary and $1,692 towards the benefits in fiscal year 1996/97.

5.3 The funds for the clerk-stenographer referred to in section 5.2(c) shall be allotted to provide for two fifths of a position at File Hills Agency (Carry the Kettle) RCMP First Nations Community Police Service and three fifths of a position at File Hills Agency (Okanese) RCMP First Nations Community Police Service.

5.4 During the term of this Agreement, the Province will provide to the File Hills Agency First Nations, at the end of each fiscal year, copies of the appropriate documents which identify costs billed to Canada and the Province for the policing services provided to the File Hills Agency First Nations.

SECTION 6: ROLE AND RESPONSIBILITIES OF THE FILE HILLS AGENCY FIRST NATIONS

6.1 The File Hills Agency First Nations or their designated representatives shall, pursuant to the provisions of this Agreement:

(a) establish a Police Management Board within sixty (60) days of the signing of this Agreement;

(b) determine the terms of reference of the Police Management Board within sixty (60) days of the signing of this Agreement;

(c) use the funds provided by Canada and the Province under this Agreement only for the purposes they were provided for;

(d) maintain financial records with respect to the funds referred to in section 6.1(c) in accordance with generally accepted accounting principles as prescribed in the Canadian Institute of Chartered Accountant's Handbook, and the financial management regulations of the File Hills Agency First Nations, including proper records of all expenditures made by the recipient in connection with the project and the invoices, receipts and vouchers relating thereto; and

(e) on or before May 31 of each fiscal year during the term of this Agreement, submit to Canada and the Province, in a form acceptable to Canada and the Province, a financial statement covering the fiscal year, showing the complete disposition of the funds for the past fiscal year;

(f) upon submission of the financial statement referred to in paragraph (e) and in the event that the monies advanced exceed the eligible costs incurred during the fiscal year, to return to Canada and the Province, an amount equal to any surplus funds not expended or accounted for at the end of the fiscal year unless there is approval in writing by Canada and the Province to retain these funds solely for the purposes they were provided for;

(g) provide to each Band Council in the File Hills Agency First Nations, at the end of each fiscal year, a copy of the financial statement referred to in paragraph (e).

6.2 The File Hills Agency First Nations or their designated representatives shall provide police office facilities that meet the operational needs of the RCMP First Nations Community Policing Service at the following locations and up to the following limits:

(a) at Carry the Kettle Nakota First Nation, up to a maximum of 500 square feet; and

(b) at Okanese Cree First Nation, up to a maximum of 768 square feet.

6.3 The File Hills Agency First Nations shall provide a clerk-stenographer who shall meet the job and other related requirements as determined by the RCMP. Cost sharing of this position shall be as determined in paragraphs 4.2(c) and 5.2(c).

SECTION 7: POLICE MANAGEMENT BOARD

7.1 The Police Management Board to be established by the File Hills Agency First Nations should be representative of the communities and may include participants who are Elders, women, and youth.

7.2 Consistent with this Agreement, the role and responsibilities of the Police Management Board will be to:

(a) identify policing issues and concerns of the communities to a representative of the File Hills Agency RCMP First Nations Community Police Services;

(b) work with the File Hills Agency RCMP First Nations Community Police Services in seeking solutions to community issues and concerns;

(c) work with the RCMP to develop, in consultation with a representative of the File Hills Agency RCMP First Nations Community Police Services, the objectives, priorities, goals, strategies and special projects which will assist the communities to address specific community issues and concerns; and

(d) identify desirable attributes for Members of the RCMP First Nations Community Policing Service who are to be considered for deployment to the File Hills Agency RCMP First Nations Community Police Services.

7.3 The Police Management Board shall meet at least once per month during the first year that this Agreement is in effect and at least once every two months during the second and third year of this Agreement.

7.4 The extraordinary costs that the members of the Police Management Board may incur in travelling to necessary meetings, conferences and seminars and that are not covered by the funding provided for in section 4.2(a) and 5.2(a) of this Agreement will be subject of discussions between the Parties.

7.5 The Police Management Board for the File Hills Agency First Nations shall consist of no less than five members.

7.6 The members of the Police Management Board shall receive training and instruction from the Province commensurate with their duties and responsibilities.

SECTION 8: COMMUNITY SUPPORT SERVICES

8.1 The Community Support Services for the RCMP First Nation Community Policing Service will be provided by two or more Elders from the File Hills Agency First Nations who shall perform their duties as employees of the File Hills Agency First Nations.

8.2 The File Hills Agency First Nations agree to supply to the RCMP and the Police Management Board a list of candidates who may be suitable for that function.

8.3 The candidates will be selected by the Police Management Board in consultation with the Commander of each of the File Hills Agency RCMP First Nations Community Police Services.

8.4 The Community Support Services will act as a liaison between the communities and the File Hills Agency RCMP First Nations Community Police Services and in so doing, enhance the role of the police in the communities. In particular, the Community Support Services will:

(a) provide Members of the File Hills Agency RCMP First Nations Community Police Services with spiritual and cultural advice on sensitive issues within the communities;

(b) identify community resources that may be utilized in handling sensitive community issues; and

(c) facilitate workshops, meetings and discussions that will enhance and encourage the level of communication within the communities on police related issues.

8.5 The Community Support Services collectively will perform the duties set out in section 8.4 for a minimum of 40 hours per week.

SECTION 9: ROLE AND RESPONSIBILITIES OF THE RCMP

9.1 The RCMP will:

(a) assign five (5) members of the RCMP First Nations Community Policing Service to provide policing services for, or to assist in, the provision of policing services for the File Hills Agency First Nations pursuant to this Agreement as soon as practicable within three (3) months from the signing of this Agreement; two (2) of these Members will be deployed to the File Hills Agency (Carry the Kettle) RCMP First Nations Community Police Service and three (3) of these members will be deployed to the File Hills Agency (Okanese) RCMP First Nations Community Police Service;

(b) make best efforts to ensure that Members of the RCMP First Nations Community Policing Service assigned to the File Hills Agency First Nations are culturally compatible with those communities;

(c) ensure that the process referred to in 9.1(b) will be consensual and be effected through consultation between the Police Management Board and the Commanding Officer or his designate;

(d) ensure that the Members deployed through the RCMP First Nations Community Policing Service will devote all of their on duty time to the policing needs of the File Hills Agency First Nations and at least 80% of this time shall be spent within the boundaries of the communities;

(e) ensure that the time spent outside of the communities boundaries by the Members of the RCMP First Nations Community Policing Service will be related to the handling of the File Hills Agency First Nations policing issues, except where an emergency exists, in which case the duties will be determined by the Commanders of Balcarres or Indian Head Detachments;

(f) ensure that regular status reports detailing the policing services provided for the File Hills Agency First Nations are supplied on a monthly basis to the Band Councils or their designated representatives and the Police Management Board;

(g) ensure that, where it is deemed appropriate, special reports, in addition to the monthly reports, be provided on request, to the Band Councils and the Police Management Board; and

(h) enforce the by-laws made by the File Hills Agency First Nations pursuant to the following sections of the Indian Act (R.S.C, 1985, c. I-5):

(i) section 81(1)(b) - the regulation of traffic,

(ii) section 81(1)(c) - the observance of law and order,

(iii) section 81(1)(d) - the prevention of disorderly conduct and nuisances,

(iv) section 81(1)(p) - the removal and punishment of persons trespassing on the reserve or frequenting the reserve for prohibited purposes,

(v) section 85.1(a) - prohibiting the sale, barter, supply or manufacture of intoxicants on the reserve of the band,

(vi) section 85.1(b) - prohibiting any person from being intoxicated on the reserve,

(vii) section 85.1(c) - prohibiting any person from having intoxicants in his possession on the reserve.

(i) rent office facilities provided by the File Hills Agency First Nations under section 6.2 at an annual rental rate of $10.00 per square foot ($107.64 per square meter); such rent shall form part of the actual costs.

9.2 The RCMP will ensure that Members providing service for the File Hills Agency First Nations receive, in a timely manner, training to allow them to meet the needs of those communities. Such training may consist of, but not be limited to family violence, substance abuse, suicide prevention and other areas which are consistent with the policing needs of File Hills Agency First Nations.

SECTION 10: ROLE AND RESPONSIBILITIES OF THE RCMP FIRST NATIONS COMMUNITY POLICING SERVICE

10.1 The primary responsibility of the Members deployed through the RCMP First Nations Community Policing Service will be to work in cooperation with the File Hills Agency First Nations to provide a professional, effective and efficient policing service, in a manner which is responsive and culturally sensitive to those communities.

10.2 In addition to the "Role and Responsibilities of the RCMP", as described in Section 9, the Members deployed through the RCMP First Nations Community Policing Service will:

(a) treat all people equally and with respect;

(b) uphold the Canadian Charter of Rights and Freedoms;

(c) serve and protect the communities;

(d) work with the communities and other agencies to prevent or resolve problems that affect the communities' safety and quality of life;

(e) establish crime prevention initiatives through community education or assist the communities with similar initiatives in their capacity as members of the RCMP First Nations Community Policing Service;

(f) promote a creative and responsive environment to allow all RCMP Members to deliver community policing services;

(g) enforce federal and provincial laws and such by-laws referred to in paragraph 9.1(h);

(h) work with the Police Management Board towards the achievement of objectives, priorities, goals, strategies and special projects which will assist the communities to address specific community issues and concerns; and

(i) live in the communities when suitable accommodation which meets the needs of the RCMP First Nations Community Policing Service is available, unless it is otherwise agreed to upon mutual consent of both the Member of the RCMP First Nations Community Policing Service affected and the Police Management Board that the particular Member may live outside the communities.

SECTION 11: SPECIAL PROVISIONS

11.1 During the term of this Agreement it shall be acknowledged by the Parties that:

(a) the Members assigned to the File Hills Agency First Nations through the RCMP First Nations Community Policing Service may be absent from time to time due to illness, holidays or other duty related requirements, in which case the appropriate Commander of Balcarres or Indian Head Detachment will ensure that the policing needs of the communities are met;

(b) the Commanders of Balcarres and Indian Head Detachments have the authority and responsibility for the personnel who provide the policing services for the File Hills Agency First Nations; and

(c) concerns regarding the day-to-day policing of the communities should be brought to the attention of the Commanders of the File Hills Agency RCMP First Nations Community Police Services or of Balcarres or Indian Head Detachments as may be appropriate under the circumstances.

SECTION 12: INDEMNIFICATION

12.1 The File Hills Agency First Nations shall indemnify and save harmless Canada and the Province and their respective employees and agents from and against all losses, claims, damages, actions, causes of action, costs and expenses that may arise directly or indirectly out of any act or omission of the Police Management Board or the Community Support Services or their respective members, employees, officers or agents, in the performance of this Agreement. Such indemnity shall survive the Agreement.

12.2 Neither Canada nor the Province shall be responsible for any bodily or personal injury or property damage of any nature whatsoever that may be suffered or sustained by the respective Band Councils, the Police Management Board, the community support services and their respective members, employees, officers or agents in the performance of this Agreement.

12.3 Canada shall not be held responsible for any incidental, indirect, special or consequential damages or any loss or use, revenue or profit of the Agreement arising out of or in any way related to this Agreement.

12.4 The File Hills Agency First Nations shall, without limiting their obligations herein, insure their operations under a contract of comprehensive or commercial general liability, with an insurer in the Province, in an amount of not less than $1,000,000.00 per occurrence insuring against bodily injury, personal injury and property damage including loss or use thereof. Such insurance shall include a blanket contractual liability.

12.5 Proof of all required insurance in a form acceptable to Canada and the Province shall be promptly provided to Canada and the Province upon request.

SECTION 13: AMENDMENT

13.1 This Agreement may be amended from time to time by written agreement of all Parties.

SECTION 14: TERMINATION

14.1 The Parties may terminate this Agreement with regard to the RCMP First Nations Community Policing Service by giving the other Parties twelve (12) months notice in writing.

14.2 Upon termination of this Agreement by any party, the File Hills Agency First Nations agree to refund all unexpended funds to Canada and the Province within ninety (90) days of the effective date of termination of this Agreement unless there is approval in writing from Canada and the Province to retain these funds solely for the purposes they were provided for.

SECTION 15: NOTICES

15.1 Any notice or other document required or permitted to be given by one Party to the other Party under this Agreement will be in writing and shall be communicated by registered mail addressed to:

(a) Canada:

Ministry of the Solicitor General
Aboriginal Policing Directorate
340 Laurier Avenue West, 11th floor
Ottawa, Ontario
K1A 0P8
Fax: 613-991-0961

(b) the Province:

Department of Justice of Saskatchewan
1874 Scarth Street
Regina, Saskatchewan
S4P 3V7
Fax: 306-787-9111

(c) File Hills Agency First Nations:

File Hills Agency Inc.
P.O. Box 750,
Balcarres, Saskatchewan
SOG OC0

SECTION 16: SAVING PROVISION

16.1 Nothing in this Agreement is in any way intended to replace or amend any obligation that either Party is bound by or required to perform by operation of law.

SECTION 17: DISPUTES

17.1 Any new issue, matter of general concern or dispute arising under this Agreement shall be a matter for consultation and resolution between the Solicitor General, the Minister and the File Hills Agency First Nations in such manner as they shall see fit.

IN WITNESS WHEREOF the Parties have executed this Agreement as of the day and year first written above.

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

Solicitor General of Canada

Witness

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF SASKATCHEWAN

Minister of Justice

Witness

FILE AGENCY FIRST NATIONS AS REPRESENTED BY THE FOLLOWING CHIEFS:

THE CHIEF OF THE CARRY THE KETTLE NAKOTA FIRST NATION

Chief

Witness

THE CHIEF OF THE PEEPEEKISIS CREE FIRST NATION

Chief

Witness

THE CHIEF OF THE OKANESE CREE FIRST NATION

Chief

Witness

THE CHIEF OF THE STAR BLANKET CREE FIRST NATION

Chief

Witness

THE CHIEF OF THE LITTLE BLACK BEAR CREE/ASSINIBOINE FIRST NATION

Chief

Witness

ROYAL CANADIAN MOUNTED POLICE AS REPRESENTED BY THE COMMISSIONER

Commissioner

Witness

SECTION 6

AGREEMENT BETWEEN

CANADA - BRITISH COLUMBIA

AND THE

KA:'YU:'K'T'H' FIRST NATION

FOR THE

ROYAL CANADIAN MOUNTED POLICE -

FIRST NATIONS COMMUNITY POLICING SERVICE

THIS AGREEMENT MADE THE 27 DAY OF [illegible] 1995

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY THE SOLICITOR GENERAL OF CANADA

(hereinafter referred to as "Canada")

of the first part

- AND -

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA AS REPRESENTED BY THE ATTORNEY GENERAL OF BRITISH COLUMBIA

(hereinafter referred to as the "Province")

of the second part

- AND -

KA:'YU:'K'T'H' FIRST NATION,
AS REPRESENTED BY ITS CHIEF AND COUNCIL

(hereinafter referred to as the "Ka:'Yu:'K'T'H' First Nation")

of the third part

WHEREAS the Parties wish to cooperate in the provision of effective, efficient, professional and culturally responsive policing services within the Ka:'Yu:'K'T'H' Territory consistent with the needs of Ka:'Yu:'K'T'H' First Nation, the federal First Nations Policing Policy, the Commissioner's formal statement on RCMP community policing, RCMP service standards, and the Province's policy for First Nations policing;

WHEREAS the Parties recognize that Ka:'Yu:'K'T'H' First Nation has a role in the determination of the level and quality of the policing services which they receive and that a tripartite agreement will give concrete expression to this role;

WHEREAS the Parties recognize that the policing services provided through the RCMP First Nations Community Policing Service include the enforcement of the applicable federal and provincial statutes as well as applicable present or future Band By-Laws enacted pursuant to the Indian Act, R.S.C., 1985, C.I-5 for any of the purposes specified in this Agreement, the prevention of crime and the maintenance of order;

WHEREAS the Parties recognize that nothing in this Agreement shall abrogate or derogate from any Aboriginal, treaty, constitutional or other rights which have accrued or may accrue to any of the Parties;

AND WHEREAS the Parties wish to, subject to and in accordance with the terms of this Agreement, enter into this Agreement to enable peace officers deployed under the RCMP First Nations Community Policing Service to provide policing services for the Ka:'Yu:'K'T'H' First Nation.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

SECTION 1: DEFINITIONS

1.1 For the purposes of this Agreement, each of the following terms shall, unless the context otherwise requires, have the meaning set out beside it.

"**Actual Costs**" means those direct and indirect costs, as described in article 10 of the Framework Agreement entered into between Canada and the Province on January 13, 1994, incurred by the RCMP in providing policing services to First Nation communities through the RCMP First Nation Community Policing Services during the term of this Agreement;

"**Band Council**" means the Band Council of the Ka:'Yu:'K'T'H' First Nation;

"**By-Law**" means a by-law enacted by the Band Council of Ka:'Yu:'K'T'H' First Nation pursuant to the Indian Act, R.S.C. 1985, c. I-5;

"**Commander**" means the RCMP Member in charge of the Tahsis Detachment, who manages the physical, financial and human resources of the Detachment;

"**Commanding Officer**" means the officer of the RCMP, resident in the Province, appointed by the Commissioner to command the Division;

"**Commissioner**" means the Commissioner of the Royal Canadian Mounted Police;

"**Community Consultative Group**" means the group established under section 7 of this Agreement;

"**Division**" means the organizational component of the RCMP that is responsible for law enforcement and the prevention of crime in the Province;

"**First Nations Policing Policy**" means the federal First Nations Policing Policy announced by the Solicitor General of Canada and the Minister of Indian Affairs and Northern Development on June 27, 1991;

"**Ka:'Yu:'K'T'H' First Nation**" means the Ka:'Yu:'K'T'H' First Nation Band number 638, which has been established pursuant to the Indian Act;

"**Ka:'Yu:'K'T'H' Territory**" means the:

Acous Reserve No. 1,
Ahmacinnit Reserve No. 3,
Amai Reserve No. 15,
Artlish Reserve No. 12,
Chamiss Reserve No. 7,
Checkaklis Island Reserve No. 9,
Granite Island Reserve No. 4,
Grassy Island Reserve No. 17,
Hisnit Reserve No. 4
Houpsitas Reserve No. 6,
Hub-toul Reserve No. 2A,
Kaoowinch Reserve No. 10,
Kaouk Reserve No. 13,
Kashittle Reserve No. 9,
Kayouk Reserve No. 8,
Machta Reserve No. 16,
Mahope Reserve No. 3,
Malksope Reserve No. 7,
Markale Reserve No. 14,
Mission Island Reserve No. 2,
Ououkinsh Reserve No. 5,
Ouineex Reserve No. 8,
Tahsish Reserve No. 11,
Upsowis Reserve No. 6,
Village Island Reserve No. 1,
Yakats Reserve No. 5,

which are "reserves" as defined in subsection 2(1) of the Indian Act;

"**Member**" means any member of the RCMP appointed pursuant to the Royal Canadian Mounted Police Act, and any regulations made pursuant thereto and without limitation includes any regular member, special constable, special constable member, and civilian so appointed;

"**Tahsis Detachment**" means the organizational component of the sub-division or division of the RCMP which is assigned the prime responsibility for the provision of police services within the Ka:'Yu:'K'T'H' First Nation and that has prescribed territorial boundaries;

"Minister" means the Minister of the Province of British Columbia responsible for policing services in the Province;

"Province" means the Province of British Columbia;

"RCMP" means the police force for Canada continued under the Royal Canadian Mounted Police Act, and known as the Royal Canadian Mounted Police;

1.2 The singular number includes the plural and the plural number includes the singular where such is consistent with the context.

SECTION 2: APPLICATION

2.1 This Agreement applies to the provision of policing services for the Ka:'Yu:'K'T'H' First Nation and forms part of Schedule "B" to the Framework Agreement between Canada and the Province regarding the provision of the RCMP First Nations Community Policing Service in the Province.

2.2 This Agreement is made pursuant to the Framework Agreement for the RCMP First Nations Community Policing Service entered into between Canada and the Province on January 13, 1994 (hereinafter referred to as the "Framework Agreement"). Unless this Agreement expressly makes arrangements otherwise, all the provisions of the Framework Agreement apply to this Agreement.

SECTION 3: TERM OF AGREEMENT

3.1 Notwithstanding the date on which this Agreement is executed, this Agreement comes into force on April 1, 1994 and continues in force until March 31, 1998, unless it is terminated pursuant to section 13 of this Agreement.

3.2 Upon the written agreement of the Parties, the provisions of this Agreement will remain in force pending its renewal, extension or renegotiation.

SECTION 4: ROLE AND RESPONSIBILITIES OF CANADA

4.1 Subject to appropriation by Parliament, Canada agrees to provide to the RCMP 52% of the Actual Costs of a complement of one (1) Member of the RCMP First Nations Community Policing Service for the Ka:'Yu:'K'T'H' First Nation in accordance with the terms and conditions set out in the Framework Agreement.

SECTION 5: ROLE AND RESPONSIBILITIES OF THE PROVINCE

5.1 Subject to appropriation by the Legislature, the Province agrees to provide to the RCMP 48% of the Actual Costs of a complement of one (1) Member of the RCMP First Nations Community Policing Service for the Ka:'Yu:'K'T'H' First Nation in accordance with the terms and conditions set out in the Framework Agreement.

SECTION 6: ROLE AND RESPONSIBILITIES OF KA:'YU:'K'T'H' FIRST NATION COUNCIL

6.1 The Band Council of the Ka:'Yu:'K'T'H' First Nation or its designated representative will, pursuant to the provisions of this Agreement:

(a) establish a Community Consultative Group within sixty (60) days of the signing of this Agreement;

(b) determine the terms of reference of the Community Consultative Group within sixty (60) days of the signing of this Agreement; and

6.2 The Band Council or its designated representative shall provide the following facilities on the Ka:'Yu:'K'T'H First Nation Territory, when available, that meet the needs of the RCMP First Nations Community Policing Service and that are to the satisfaction of the Commissioner:

(a) police facilities, the square footage of which shall be agreed to by the Parties to this Agreement; and

(b) one(1) residence for the use of the RCMP First Nations Community Policing Service Member.

SECTION 7: COMMUNITY CONSULTATIVE GROUP

7.1 The Community Consultative Group to be established by the Ka:'Yu:'K'T'H' First Nation should be representative of the community and may include participants who are elders, women and youth.

7.2 Consistent with this Agreement, the role and responsibility of the Community Consultative Group will be to:

(a) identify policing issues and concerns of the community to a representative of the RCMP Tahsis Detachment;

(b) work with the RCMP Tahsis Detachment in seeking solutions to community issues and concerns; and

(c) work with the RCMP to develop, in consultation with a representative of the RCMP Tahsis Detachment, the objectives, priorities, goals, strategies and special projects which will assist the community to address specific community issues and concerns.

7.3 The Community Consultative Group will meet as it deems necessary.

SECTION 8: ROLE AND RESPONSIBILITIES OF THE RCMP

8.1 The RCMP will:

(a) assign one (1) Member of the RCMP First Nations Community Policing Service to provide policing services for, or to assist in, the provision of policing services to the Ka:'Yu:'K'T'H' First Nation pursuant to this Agreement as soon as practicable within six (6) months from the signing of this Agreement;

(b) make best efforts to ensure that Members of the RCMP First Nations Community Policing Service assigned to the Ka:'Yu:'K'T'H' First Nation are culturally compatible with the community;

(c) ensure that the process referred to in paragraph 8.1(b) will be consensual and be effected through consultation between the Ka:'Yu:'K'T'H' First Nation and the Commanding Officer or his or her designate;

(d) ensure that the Member deployed through the RCMP First Nations Community Policing Service will devote all of his or her on duty time to the policing needs of the Ka:'Yu:'K'T'H' First Nation and that at least 80% of this time shall be spent within the boundaries of the Ka:'Yu:'K'T'H' First Nation Territory;

(e) ensure that the time spent outside of the Ka:'Yu:'K'T'H' First Nation Territory by the Member of the RCMP First Nations Community Policing Service will be related to the handling of Ka:'Yu:'K'T'H' First Nation policing issues, except where an emergency exists, in which case the duties will be determined by the Commander of Tahsis Detachment;

(f) ensure that regular status reports detailing the policing services provided for Ka:'Yu:'K'T'H' First Nation are supplied on a monthly basis to the Band Council of the Ka:'Yu:'K'T'H' First Nation or its designated representative and the Community Consultative Group;

(g) ensure that, where it is deemed appropriate, special reports, in addition to the monthly reports, be provided on request, to the Band Council and the Community Consultative Group; and

(h) enforce the present or future By-Laws enacted by the Ka:'Yu:'K'T'H' First Nation pursuant to the following sections of the Indian Act R.S.C. 1985, c.I-5:

(i) section 81(1)(b) - the regulation of traffic,

(ii) section 81(1)(c) - the observance of law and order,

(iii) section 81(1)(d) - the prevention of disorderly conduct and nuisances,

(iv) section 81(1)(p) - the removal and punishment of persons trespassing on the reserve or frequenting the reserve for prohibited purposes,

(v) section 85.1(a) - prohibiting the sale, barter, supply or manufacture of intoxicants on the reserve,

(vi) section 85.1(b) - prohibiting any person from being intoxicated on the reserve, or

(vii) section 85.1(c) - prohibiting any person from having intoxicants in his possession on the reserve.

(i) pay a fee for the use of police facilities when provided by Ka:'Yu:'K'T'H First Nation under paragraph 6.2(a) at an annual rate of $10.00 per square foot($107.64 per square metre); such fee shall form part of Actual Costs; and

(j) pay a fee for the use of one(1) residence when provided by the Band Council under paragraph 6.2(b) at a rate to be agreed to by the Parties in an agreement with the RCMP; such fee will form part of the Actual Costs.

8.2 The RCMP will ensure that Members providing service for Ka:'Yu:'K'T'H' First Nation receive, in a timely manner, training to allow them to meet the needs of those communities. Such training may consist of, but not be limited to family violence, substance abuse, suicide prevention and other areas which are consistent with the policing needs of Ka:'Yu:'K'T'H' First Nation.

SECTION 9: ROLE AND RESPONSIBILITIES OF THE RCMP FIRST NATIONS COMMUNITY POLICING SERVICE

9.1 The primary responsibility of the Member deployed through the RCMP First Nations Community Policing Service will be to work in cooperation with the Ka:'Yu:'K'T'H' First Nation to provide a professional, effective and efficient policing service, in a manner which is responsive and culturally sensitive to that community.

9.2 In addition to the "Role and Responsibilities of the RCMP", as described in section 8, the Member deployed through the RCMP First Nations Community Policing Service will:

(a) treat all people equally and with respect;

(b) uphold the Canadian Charter of Rights and Freedoms;

(c) serve and protect the community;

(d) work with the community and other agencies to prevent or resolve problems that affect the community's safety and quality of life;

(e) establish crime prevention initiatives through community education or assist the community with similar initiatives in his or her capacity as a Member of the RCMP-First Nations Community Policing Service;

(f) promote a creative and responsive environment to allow all RCMP Members to deliver community policing services;

(g) enforce the applicable federal and provincial laws and such By-Laws referred to in paragraph 8.1(h); and

(h) work with the Community Consultive Group towards the achievement of objectives, priorities, goals, strategies and special projects which will assist the community to address specific community issues and concerns.

SECTION 10: SPECIAL PROVISIONS

10.1 During the term of this Agreement it shall be acknowledged by the Parties that:

(a) the Member assigned to the Ka:'Yu:'K'T'H' First Nation through the RCMP First Nations Community Policing Service may be absent from time to time due to illness, holidays or other duty related requirements, in which case the Commander of Tahsis Detachment will ensure that the policing needs of the community are met;

(b) the Commander of Tahsis Detachment has the authority and responsibility for the personnel who provide the policing services for the Ka:'Yu:'K'T'H' First Nation; and

(c) concerns regarding the day-to-day policing of the community should be brought to the attention of the Commander of Tahsis Detachment.

SECTION 11: INDEMNIFICATION

11.1 The Ka:'Yu:'K'T'H' First Nation shall indemnify and save harmless Canada and the Province and their respective employees and agents from and against all losses, claims, damages, actions, causes of action, costs and expenses that may arise directly or indirectly out of any act or omission of the Community Consultative Group or its respective members, employees, officers or agents, in the performance of this Agreement. Such indemnity shall survive the Agreement.

11.2 Neither Canada nor the Province shall be responsible for any bodily or personal injury or property damage of any nature whatsoever that may be suffered or sustained by the Ka:'Yu:'K'T'H' First Nation Band Council, the Community Consultative Group and their respective members, employees, officers or agents in the performance of this Agreement.

11.3 Canada shall not be held responsible for any incidental, indirect, special or consequential damages or any loss of use, revenue or profit of the Agreement arising out of or in any way related to this Agreement.

SECTION 12: AMENDMENT

12.1 This Agreement may be amended from time to time by written agreement of all Parties.

SECTION 13: TERMINATION

13.1 Any of the Parties may terminate this Agreement with regard to the RCMP First Nations Community Policing Service by giving the other Parties twelve (12) months notice in writing.

SECTION 14: NOTICES

14.1 Any notice or other document required or permitted to be given by one Party to the other Party under this Agreement will be in writing and shall be communicated by registered mail addressed to:

(a) Canada:

Solicitor General Canada
Aboriginal Policing Directorate
340 Laurier Avenue West, 11th floor
Ottawa, Ontario
K1A 0P8
Fax: 613-991-0961

(b) the Province:

Ministry of the Attorney General
Room 232
Parliament Buildings
Victoria, British Columbia
V8V 1X4
Fax: 604-387-6411

(c) Ka:'Yu:'K'T'H' First Nation:

The Chief
General Delivery
Kyuquot, B.C.
VOP 1J0
Fax: 604-397-2769

SECTION 15: SAVING PROVISION

15.1 Nothing in this Agreement is in any way intended to replace or amend any obligation that either Party is bound by or required to perform by operation of law.

15.2 Nothing in this Agreement shall abrogate or derogate from any Aboriginal, treaty, constitutional or other rights which have accrued or may accrue to any of the Parties.

SECTION 16: DISPUTES

16.1 Any new issue, matter of general concern or dispute arising under this Agreement shall be a matter for consultation and resolution between the Solicitor General, the Minister and the Ka:'Yu:'K'T'H' First Nation in such manner as they shall see fit.

IN WITNESS WHEREOF the Parties have executed this Agreement as of the day and year first written above.

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

Solicitor General of Canada

Regional Representative

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA

Attorney General of British Columbia

Representative

THE KA:'YU:'K'T'H' First Nation:

The Chief of the Ka:'Yu:'K'T'H' First Nation:

Francis Gillette

ROYAL CANADIAN MOUNTED POLICE AS REPRESENTED BY THE COMMISSIONER

A/Commr.

Commissioner

SECTION 7

AGREEMENT BETWEEN

CANADA - BRITISH COLUMBIA

AND THE

CANIM LAKE INDIAN BAND

FOR THE

ROYAL CANADIAN MOUNTED POLICE -

FIRST NATIONS COMMUNITY POLICING SERVICE

THIS AGREEMENT MADE THE 17 DAY OF March, 1995

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY THE SOLICITOR GENERAL OF CANADA
(hereinafter referred to as "Canada")

of the first part

- AND -

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA AS REPRESENTED BY THE ATTORNEY GENERAL OF BRITISH COLUMBIA
(hereinafter referred to as the "Province")

of the second part

- AND -

THE CANIM LAKE INDIAN BAND, AS REPRESENTED BY ITS CHIEF AND COUNCIL
(hereinafter referred to as the "Canim Lake Indian Band")

of the third part

WHEREAS the Parties wish to cooperate in the provision of effective, efficient, professional and culturally responsive policing services within the Canim Lake Territory consistent with the needs of Canim Lake Indian Band, the federal First Nations Policing Policy, the Commissioner's formal statement on RCMP community policing, RCMP service standards, and the Province's policy for First Nations policing;

WHEREAS the Parties recognize that Canim Lake Indian Band has a role in the determination of the level and quality of the policing services which it receives and that a tripartite agreement will give concrete expression to this role;

WHEREAS the Parties recognize that the policing services provided through the RCMP First Nations Community Policing Service include the enforcement of the applicable federal and provincial statutes as well as applicable present or future Band By-Laws enacted pursuant to the Indian Act, R.S.C., 1985, C.I-5 for any of the purposes specified in this Agreement, the prevention of crime and the maintenance of order;

WHEREAS the Parties recognize that nothing in this Agreement shall abrogate or derogate from any Aboriginal, treaty, constitutional or other rights which have accrued or may accrue to any of the Parties;

AND WHEREAS the Parties wish to, subject to and in accordance with the terms of this Agreement, enter into this Agreement to enable peace officers deployed under the RCMP First Nations Community Policing Service to provide policing services for the Canim Lake Indian Band.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

SECTION 1: DEFINITIONS

1.1 For the purposes of this Agreement, each of the following terms shall, unless the context otherwise requires, have the meaning set out beside it.

"**Actual Costs**" means those direct and indirect costs, as described in article 10 of the Framework Agreement entered into between Canada and the Province on January 13, 1994, incurred by the RCMP in providing policing services to First Nation communities through the RCMP First Nation Community Policing Services during the term of this Agreement;

"**Band Council**" means the Band Council of the Canim Lake Indian Band;

"**By-Law**" means the by-laws enacted by the Band Council of Canim Lake Indian Band pursuant to the Indian Act, R.S.C. 1985, c. I-5;

"**Canim Lake Indian Band**" means the **Canim Lake** Band number 713, which has been established pursuant to the Indian Act;

"**Canim Lake Territory**" means the

Canim Lake Reserve No. 1,
Canim Lake Reserve No. 2,
Canim Lake Reserve No. 3,
Canim Lake Reserve No. 4,
Canim Lake Reserve No. 5,
Canim Lake Reserve No. 6,

which are "reserves" as defined in subsection 2(1) of the Indian Act;

"**Commander**" means the RCMP Member in charge of the 100 Mile House Detachment, who manages the physical, financial and human resources of the Detachment;

"**Commanding Officer**" means the officer of the RCMP, resident in the Province, appointed by the Commissioner to command the Division;

"**Commissioner**" means the Commissioner of the Royal Canadian Mounted Police;

"**Community Consultative Group**" means the group established under section 7 of this Agreement;

"**Division**" means the organizational component of the RCMP that is responsible for law enforcement and the prevention of crime in the Province;

"**First Nations Policing Policy**" means the federal First Nations Policing Policy announced by the Solicitor General of Canada and the Minister of Indian Affairs and Northern Development on June 27, 1991;

"**Member**" means any member of the RCMP appointed pursuant to the Royal Canadian Mounted Police Act, and any regulations made pursuant thereto and without limitation includes any regular member, special constable, special constable member, and civilian so appointed;

"**100 Mile House Detachment**" means the organizational component of the sub-division or division of the RCMP which is assigned the prime responsibility for the provision of police services within the Canim Lake Indian Band and that has prescribed territorial boundaries.

"**Minister**" means the Minister of the Province of British Columbia responsible for policing services in the Province;

"**Province**" means the Province of British Columbia;

"**RCMP**" means the police force for Canada continued under the Royal Canadian Mounted Police Act, and known as the Royal Canadian Mounted Police;

1.2 The singular number includes the plural and the plural number includes the singular where such is consistent with the context.

SECTION 2: APPLICATION

2.1 This Agreement is made pursuant to the Framework Agreement for the RCMP First Nations Community Policing Service entered into between Canada and the Province dated April 1, 1993 (hereinafter referred to as the "Framework Agreement"). Unless this Agreement expressly makes arrangements otherwise, all the provisions of the Framework Agreement apply to this Agreement.

2.2 This Agreement applies to the provision of policing services for the Canim Lake Indian Band and forms part of Schedule "B" to the Framework Agreement.

SECTION 3: TERM OF AGREEMENT

3.1 Notwithstanding the date on which this Agreement is executed, this Agreement comes into force on April 1, 1994 and continues in force until March 31, 1998, unless it is terminated pursuant to section 13 of this Agreement.

3.2 Upon the written agreement of the Parties, the provisions of this Agreement will remain in force pending its renewal, extension or renegotiation.

SECTION 4: ROLE AND RESPONSIBILITIES OF CANADA

4.1 Subject to appropriation by Parliament, Canada agrees to provide to the RCMP 52% of the Actual Costs of a complement of one (1) Member of the RCMP First Nations Community Policing Service for the Canim Lake Indian Band in accordance with the terms and conditions set out in the Framework Agreement.

SECTION 5: ROLE AND RESPONSIBILITIES OF THE PROVINCE

5.1 Subject to appropriation by the Legislature, the Province agrees to provide to the RCMP 48% of the Actual Costs of a complement of one (1) Member of the RCMP First Nations Community Policing Service for the Canim Lake Indian Band in accordance with the terms and conditions set out in the Framework Agreement.

SECTION 6: ROLE AND RESPONSIBILITIES OF CANIM LAKE BAND COUNCIL

6.1 The Band Council of the Canim Lake Indian Band or its designated representative will, pursuant to the provisions of this Agreement:

(a) establish a Community Consultative Group within sixty (60) days of the signing of this Agreement;

(b) determine the terms of reference of the Community Consultative Group within sixty (60) days of the signing of this Agreement.

(c) provide a work station for the use of the Members of the RCMP First Nations Community Policing Service who will be providing policing services to the Canim Lake First Nation.

SECTION 7: COMMUNITY CONSULTATIVE GROUP

7.1 The Community Consultative Group to be established by the Canim Lake Indian Band should be representative of the community and may include participants who are elders, women and youth.

7.2 Consistent with this Agreement, the role and responsibility of the Community Consultative Group will be to:

(a) identify policing issues and concerns of the community to a representative of the RCMP 100 Mile House Detachment;

(b) work with the RCMP 100 Mile House Detachment in seeking solutions to community issues and concerns; and

(c) work with the RCMP to develop, in consultation with a representative of the RCMP 100 Mile House Detachment, the objectives, priorities, goals, strategies and special projects which will assist the community to address specific community issues and concerns.

7.3 The Community Consultative Group will meet as it deems necessary.

SECTION 8: ROLE AND RESPONSIBILITIES OF THE RCMP

8.1 The RCMP will:

(a) assign one (1) Member of the RCMP First Nations Community Policing Service to provide policing services for, or to assist in, the provision of policing services to the Canim Lake Indian Band pursuant to this Agreement as soon as practicable within six (6) months from the signing of this Agreement;

(b) make best efforts to ensure that Members of the RCMP First Nations Community Policing Service assigned to the Canim Lake Indian Band are culturally compatible with the community;

(c) ensure that the process referred to in paragraph 8.1(b) will be consensual and be effected through consultation between the Canim Lake Indian Band and the Commanding Officer or his or her designate;

(d) ensure that the Member deployed through the RCMP First Nations Community Policing Service will devote all of his or her on duty time to the policing needs of the Canim Lake Band in the Canim Lake Territory defined in this Agreement and at least 80% of this time shall be spent within the boundaries of the Canim Lake Territory of the Band as defined in this Agreement;

(e) ensure that the time spent outside of the community's boundaries by the Members of the RCMP First Nations Community Policing Service will be related to the handling of Canim Lake Indian Band policing issues, except where an emergency exists, in which case the duties will be determined by the Commander of 100 Mile House Detachment;

(f) ensure that regular status reports detailing the policing services provided for Canim Lake Indian Band are supplied on a monthly basis to the Band Council of the Canim Lake Indian Band or its designated representative and the Community Consultative Group;

(g) ensure that, where it is deemed appropriate, special reports, in addition to the monthly reports, be provided on request, to the Band Council and the Community Consultative Group; and

(h) enforce the present or future Band By-Laws enacted by the Canim Lake Indian Band pursuant to the following sections of the Indian Act R.S.C. 1985, c.I-5:

(i) section 81(1)(b) - the regulation of traffic,

(ii) section 81(1)(c) - the observance of law and order,

(iii) section 81(1)(d) - the prevention of disorderly conduct and nuisances,

(iv) section 81(1)(p) - the removal and punishment of persons trespassing on the reserve or frequenting the reserve for prohibited purposes,

(v) section 85.1(a) - prohibiting the sale, barter, supply or manufacture of intoxicants on the reserve,

(vi) section 85.1(b) - prohibiting any person from being intoxicated on the reserve, or

(vii) section 85.1(c) - prohibiting any person from having intoxicants in his possession on the reserve: and

8.2 The RCMP will ensure that the Member providing service for Canim Lake Indian Band receive, in a timely manner, training to allow them to meet the needs of that community. Such training may consist of, but not be limited to family violence, substance abuse, suicide prevention and other areas which are consistent with the policing needs of Canim Lake Indian Band.

SECTION 9: ROLE AND RESPONSIBILITIES OF THE RCMP FIRST NATIONS COMMUNITY POLICING SERVICE

9.1 The primary responsibility of the Member deployed through the RCMP First Nations Community Policing Service will be to work in cooperation with the Canim Lake Indian Band to provide a professional, effective and efficient policing service, in a manner which is responsive and culturally sensitive to that community.

9.2 In addition to the "Role and Responsibilities of the RCMP", as described in Section 8, the Member deployed through the RCMP First Nations Community Policing Service will:

(a) treat all people equally and with respect;

(b) uphold the Canadian Charter of Rights and Freedoms;

(c) serve and protect the community;

(d) work with the community and other agencies to prevent or resolve problems that affect the community's safety and quality of life;

(e) establish crime prevention initiatives through community education or assist the community with similar initiatives in their capacity as members of the RCMP-First Nations Community Policing Service;

(f) promote a creative and responsive environment to allow all RCMP Members to deliver community policing services;

(g) enforce the applicable federal and provincial laws and such Band By-Laws referred to in paragraph 8.1.(h); and

(h) work with the Community Consultive Group towards the achievement of objectives, priorities, goals, strategies and special projects which will assist the community to address specific community issues and concerns.

SECTION 10: SPECIAL PROVISIONS

10.1 During the term of this Agreement it shall be acknowledged by the Parties that:

(a) the Members assigned to the Canim Lake Indian Band through the RCMP First Nations Community Policing Service may be absent from time to time due to illness, holidays or other duty related requirements, in which case the commander of 100 Mile House Detachment will ensure that the policing needs of the community are met;

(b) the Commander of 100 Mile House Detachment has the authority and responsibility for the personnel who provide the policing services for the Canim Lake Indian Band; and

(c) concerns regarding the day-to-day policing of the community should be brought to the attention of the Commander of 100 Mile House Detachment.

SECTION 11: INDEMNIFICATION

11.1 The Canim Lake Indian Band shall indemnify and save harmless Canada and the Province and their respective employees and agents from and against all losses, claims, damages, actions, causes of action, costs and expenses that may arise directly or indirectly out of any act or omission of the Community Consultative Group or its respective members, employees, officers or agents, in the performance of this Agreement. Such indemnity shall survive the Agreement.

11.2 Neither Canada nor the Province shall be responsible for any bodily or personal injury or property damage of any nature whatsoever that may be suffered or sustained by the Canim Lake Indian Band (or Band Council), the Community Consultative Group and their respective members, employees, officers or agents in the performance of this Agreement.

11.3 Canada shall not be held responsible for any incidental, indirect, special or consequential damages or any loss of use, revenue or profit of the Agreement arising out of or in any way related to this Agreement.

SECTION 12: AMENDMENT

12.1 This Agreement may be amended from time to time by written agreement of all Parties.

SECTION 13: TERMINATION

13.1 Any of the Parties may terminate this Agreement with regard to the RCMP First Nations Community Policing Service by giving the other Parties twelve (12) months notice in writing.

SECTION 14: NOTICES

14.1 Any notice or other document required or permitted to be given by one Party to the other Party under this Agreement will be in writing and shall be communicated by registered mail addressed to:

(a) Canada:

Solicitor General Canada
Aboriginal Policing Directorate
340 Laurier Avenue West, 11th floor
Ottawa, Ontario
K1A 0P8
Fax: 613-991-0961

(b) the Province:

Ministry of the Attorney General
Room 232
Parliament Buildings
Victoria, British Columbia
V8V 1X4
Fax: 604-387-6411

(c) Canim Lake Indian Band:

The Chief
P.O. Box 1030
100 Mile House, B.C
V0K 2E0
Fax: 604-397-2769

SECTION 15: SAVING PROVISION

15.1 Nothing in this Agreement is in any way intended to replace or amend any obligation that either Party is bound by or required to perform by operation of law.

15.2 Nothing in this Agreement shall abrogate or derogate from any Aboriginal, treaty, constitutional or other rights which have accrued or may accrue to any of the Parties.

SECTION 16: DISPUTES

16.1 Any new issue, matter of general concern or dispute arising under this Agreement shall be a matter for consultation and resolution between the Solicitor General, the Minister and the Canim Lake Indian Band in such manner as they shall see fit.

IN WITNESS WHEREOF the Parties have executed this Agreement as of the day and year first written above.

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

Solicitor General of Canada

Regional Representative

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA

Attorney General of British Columbia

Representative

THE CANIM LAKE INDIAN BAND AS REPRESENTED BY ITS CHIEF:

Chief

ROYAL CANADIAN MOUNTED POLICE AS REPRESENTED BY THE COMMISSIONER

Commissioner

SECTION 8

A MEMORANDUM OF AGREEMENT PROVIDING A FRAMEWORK FOR COMMUNITY TRIPARTITE AGREEMENTS FOR THE ROYAL CANADIAN MOUNTED POLICE FIRST NATIONS COMMUNITY POLICING SERVICE IN THE PROVINCE OF MANITOBA

October 1, 1994

PROVINCE OF MANITOBA

RCMP FIRST NATIONS COMMUNITY POLICING SERVICE AGREEMENT

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Memorandum of Agreement dated as of October 1, 1994

BETWEEN:

THE GOVERNMENT OF CANADA (herein called "Canada"),
OF THE FIRST PART,

AND

THE GOVERNMENT OF THE PROVINCE OF MANITOBA
(herein called the "Province"),

OF THE SECOND PART.

WHEREAS Canada and the Province:

1) recognize the need to contribute to the improvement of the maintenance of social order, public security and personal safety in First Nations Communities;

2) recognize the need to provide First Nations Communities with policing services that are professional, effective, efficient, economical and responsive to the unique needs of these communities;

3) recognize the importance of providing policing services to First Nations Communities in the Province of Manitoba in accordance with the federal First Nations Policing Policy (1991) through the RCMP First Nations Community Policing Service;

4) recognize that First Nations Communities have a role in the administration and management of their policing services and recognize the necessity of entering into discussions with them to ensure that this role is given expression in the form of Community Tripartite Agreements;

5) recognize the desirability of providing greater responsibility and accountability for the delivery of policing services to the people of First Nations Communities in the Province of Manitoba, and, therefore agree, to enter into a tripartite process for the negotiation of policing arrangements which will lead to greater responsibility and accountability of policing services to First Nations Communities in the Province of Manitoba;

6) recognize the principle that First Nations Communities, in keeping with their increased role in determining policing arrangements, should contribute financially to the extent of their existing or future ability to pay, either in cash or in kind, towards the cost of providing First Nations policing services;

7) recognize the need to continue the RCMP First Nations Community Policing Service, and the need to provide such additional positions in the RCMP First Nations Community Policing Service as may be agreed to under Community Tripartite Agreements;

8) wish to, subject to and in accordance with the terms of this Agreement, enter into cost-sharing and related agreements to provide policing services to First Nations Communities in the Province of Manitoba through the RCMP First Nations Community Policing Service;

9) recognize that the policing services provided to First Nations Communities include the enforcement of applicable federal and provincial statutes, as well as applicable present or future band by-laws enacted pursuant to the Indian Act, R.S.C., 1985, c.I-5 for any of the purposes specified in the Community Tripartite Agreements, the prevention of crime, and the maintenance of order;

10) recognize that nothing in this Agreement shall be construed so as to affect, or prejudice or derogate from, any Aboriginal, treaty, constitutional or other rights, privileges or freedoms which have accrued or may accrue to Canada, the Province or any First Nations Community;

AND WHEREAS Section 20 of the Royal Canadian Mounted Police Act (Canada) provides that the Solicitor General of Canada may, with the approval of the Governor in Council, enter into an arrangement with the government of any province for the use or employment of the Royal Canadian Mounted Police, or any portion thereof, in aiding the administration of justice in the Province of Manitoba and in carrying into effect the laws in force therein;

AND WHEREAS by Order in Council P.C. 1993-553 dated March 23, 1993 the Governor in Council authorized the Solicitor General to enter into this Agreement on behalf of the Government of Canada;

AND WHEREAS by Order in Council P.C. 1992-270 dated February 13, 1992 the Governor in Council transferred to the Solicitor General of Canada the powers, duties and functions of the Minister of Indian Affairs and Northern Development relating to the Indian Policing Services Program;

AND WHEREAS Section 15 of The Provincial Police Act (Manitoba) provides that the Attorney General of Manitoba may, with the approval of the Lieutenant Governor in Council, enter into, execute and carry out an agreement with Canada authorizing the Royal Canadian Mounted Police to carry out the powers and duties of the Provincial Police Service;

AND WHEREAS by Order in Council 210/1995 dated March 22, 1995 the Lieutenant Governor in Council authorized the Minister of Justice and the Attorney General of Manitoba to enter into this Agreement on behalf of the Government of Manitoba;

THE PARTIES AGREE AS FOLLOWS:

ARTICLE 1.0: INTERPRETATION

1.1 In this Agreement, each of the following terms shall, unless the context otherwise requires, have the meaning set out beside it:

a) **"Actual Costs"** means those direct and indirect costs, as described in Article 10 of this Agreement, incurred by the RCMP in providing policing services to First Nations Communities through the RCMP First Nations Community Policing Service during the term of this Agreement;

b) **"Attorney General"** means the chief law officer of the Province;

c) **"Band Council"** means the "council of the band" as defined in section 2 of the Indian Act (Canada) and, for the purposes of this Agreement, includes local governing bodies of certain Indian communities on Crown land;

d) **"Commanding Officer"** means the officer of the RCMP, resident in the Province of Manitoba, appointed by the Commissioner to command the Division;

e) **"Commander"** means the RCMP Member in charge of a Detachment who manages the physical, financial and human resources of the Detachment;

f) **"Commissioner"** means the Commissioner of the RCMP;

g) **"Community Tripartite Agreement"** means an agreement entered into between Canada, the Province and a First Nations Community for the provision of the RCMP First Nations Community Policing Service and which upon execution shall be attached hereto as part of Schedule "B";

h) **"Detachment"** means an organizational component of the Division that has prescribed territorial boundaries and includes satellite and community service offices;

i) **"Division"** means the organizational component of the RCMP that is responsible for law enforcement and the prevention of crime in the Province of Manitoba;

j) **"External Review Committee"** means the Committee as defined in the Roval Canadian Mounted Police Act (Canada);

k) **"First Nations Community"** means a "band" as defined in section 2 of the Indian Act (Canada) and for the purposes of this Agreement includes certain Indian communities on Crown Lands;

l) **"First Nations Policing Policy"** means the federal First Nations Policing Policy announced by the Solicitor General of Canada and the Minister of Indian Affairs and Northern Development on June 27, 1991;

m) **"First Nations Territory"** means a "reserve" as defined in section 2 of the Indian Act (Canada) and for the purposes of this Agreement includes certain Indian communities on Crown lands;

n) **"Fiscal Year"** means the period beginning on April 1 in any year and ending on March 31 in the next year;

o) **"Member"** means any member of the RCMP appointed pursuant to the Roval Canadian Mounted Police Act (Canada) and any regulations made pursuant thereto and without limitation includes any regular member including members employed in the RCMP-FNCPS, special constables, special constable members, and civilians so appointed;

p) **"Minister"** means the provincial Minister responsible for policing services in the Province of Manitoba;

q) **"Municipal Police Service"** means the aggregate of resources and Members employed by Canada to provide policing services in any Municipality under an agreement with the Province, but does not include those resources and Members employed primarily in:

i) policing services of a national or international nature, such as forensic laboratories, the Canadian Police Information System, identification services and the Canadian Police College;

ii) national security investigation services;

iii) protective security such as security at embassies and airports, and security for internationally protected persons;

iv) services provided to or on behalf of federal government departments;

v) the Provincial Police Service provided under a separate agreement, and

vi) the RCMP First Nations Community Policing Service as defined under this Agreement;

r) **"Municipal Policing Agreement"** means the written agreement dated as of April 1, 1992 between Canada and the Province for the provision by Canada of Municipal Police Services in the Province of Manitoba;

s) "**Municipality**" means any city, town, village, hamlet or other organized area that is designated as such by any statute in force in the Province of Manitoba;

t) **"Pension Contribution"** means, with respect to any Member or federal public service employee, the aggregate of the employer's contributions made under the Royal Canadian Mounted Police Superannuation Act (Canada), the Supplementary Retirement Benefits Act (Canada), the Public Service Superannuation Act (Canada) and the Canada Pension Plan (Canada);

u) **"Program Administrators"** means the RCMP First Nations Community Policing Service Members and Support Staff assigned to the administration of RCMP First Nations Community Policing Service at the headquarters of the Division;

v) **"Provincial Police Service Agreement"** means the written agreement dated as of April 1, 1992 between Canada and the Province for the provision by Canada of Provincial Police Services in the Province of Manitoba;

w) **"Provincial Police Service"** means the aggregate of resources, Members and Support Staff employed by Canada to provide policing services in the Province of Manitoba, but does not include those resources, Members and Support Staff employed primarily in:

i) policing services of a national or international nature, such as forensic laboratories, the Canadian Police Information System, identification services and the Canadian Police College;

ii) national security investigation services;

iii) protective security such as security at embassies and airports, and security for internationally protected persons;

iv) services provided to or on behalf of federal government departments;

v) Municipal Police Services provided under a separate agreement, and

vi) the RCMP First Nations Community Policing Service as defined under this Agreement;

x) **"Public Complaints Commission"** means the Commission as defined in the Royal Canadian Mounted Police Act (Canada);

y) **"RCMP"** means the police force for Canada continued under the Royal Canadian Mounted Police Act (Canada), and known as the Royal Canadian Mounted Police;

z) **"RCMP First Nations Community Policing Service" or "RCMP-FNCPS"** means the aggregate of the resources, Members and Support Staff employed by Canada, in accordance with the First Nations Policing Policy, to provide policing services in the First Nations Communities but does not include those resources, Members and Support Staff employed primarily in:

i) policing services of a national or international nature, such as forensic laboratories, the Canadian Police Information System, identification services and the Canadian Police College;

ii) national security investigation services;

iii) protective security such as security at embassies and airports, and security for internationally protected persons;

iv) services provided to or on behalf of federal government departments;

v) the Provincial Police Service, and

vi) the Municipal Police Service;

aa) **"Salary"** includes Pension Contributions and employer's unemployment insurance contributions;

bb) **"Solicitor General"** means the Solicitor General of Canada; and

cc) **"Support Staff"** means all those persons who are employed by Canada in the Province of Manitoba as public service and casual employees in support of the RCMP First Nations Community Policing Service and who are not Members.

1.2 The singular number includes the plural and the plural number includes the singular where such is consistent with the context.

ARTICLE 2.0: APPLICATION

2.1 This Agreement applies to the provision of policing services to First Nations Communities through the RCMP First Nations Community Policing Service pursuant to executed Community Tripartite Agreements.

2.2 Canada shall, subject to and in accordance with the terms and conditions of this Agreement, provide and maintain the RCMP First Nations Community Policing Service within the Province of Manitoba during the term of this Agreement.

2.3 Canada is hereby authorized by the Province to carry out the powers and duties of the Provincial Police Service for the purpose of providing the RCMP First Nations Community Policing Service in accordance with this Agreement.

ARTICLE 3.0: SCHEDULES

3.1 The following Schedules are hereby incorporated into and constitute part of this Agreement:

(a) Schedule "A" - Fiscal Year budget projection including the detachments and First Nations served by the RCMP First Nations Community Policing Service in the Province of Manitoba, the number of Members and Support Staff or as the same may be adjusted from time to time by the written agreement of the Parties in accordance with Article 16.0; and

(b) Schedule "B" - Community Tripartite Agreements as may be entered into from time to time by Canada, the Province, and First Nations Communities.

3.2 An original signed copy of each executed Community Tripartite Agreement shall be attached hereto and shall, for the date of such Community Tripartite Agreement, be constituted as forming part of Schedule "B".

ARTICLE 4.0: SUBJECT MATTER

4.1 The Members who form part of the RCMP First Nations Community Policing Service shall:

a) perform the duties of peace officers; and

b) render such services as are necessary to:

i) preserve the peace, protect life and property, prevent crime and offenses against the laws of Canada and the Province, apprehend criminals, offenders and others who may be lawfully taken into custody; and

ii) execute all warrants and perform all duties and services in relation thereto that may, under the laws of Canada and the Province of Manitoba, be executed and performed by peace officers.

4.2 The RCMP First Nations Community Policing Service shall not be required to perform any duties or provide any services which are not appropriate to the effective and efficient delivery of police services in the Province of Manitoba.

4.3 Where at the date of this Agreement, the Provincial Police Service is performing any duties or providing any services referred to in subarticle 4.2, in a First Nations Community that has signed a Community Tripartite Agreement, the RCMP-FNCPS shall continue to perform such duties and provide such services until such time as these duties and services are performed or provided by some other persons.

4.4 During the term of this Agreement, and at such times as they may mutually agree, the Commissioner and the Minister shall identify, discuss and, where it is mutually agreed to be feasible, the Province shall use its best efforts to implement alternative means by which the RCMP-FNCPS would cease to perform or provide the duties and services referred to in subarticle 4.2.

4.5 The Commanding Officer, with the concurrence of the Chief of the First Nations Community, acting reasonably and under exceptional circumstances, where sufficient Members of the Provincial Police Service are not available, may require that RCMP First Nations Community Policing Service Members assigned to such Community, provide assistance or special expertise temporarily to other police agencies in the Province of Manitoba, including the RCMP, however the policing needs of the Community shall continually be met pursuant to the Community Tripartite Agreement entered into with respect to such Community.

ARTICLE 5.0: MANAGEMENT OF THE RCMP FIRST NATIONS COMMUNITY POLICING SERVICE

5.1 The internal management of the RCMP First Nations Community Policing Service, including its administration and the determination and application of professional police procedures, shall remain under the control of Canada.

5.2 The minimum standard of policing by the RCMP First Nations Community Policing Service in a First Nations Community which has entered into a Community Tripartite Agreement with Canada and the Province, shall meet the standard as determined by the Commissioner in consultation with the Minister and the Chief of the First Nations Community.

5.3 The level of policing service by the RCMP First Nations Community Policing Service in a First Nations Community which has entered into a Community Tripartite Agreement with Canada and the Province shall meet the level as determined by the Minister in consultation with the Solicitor General, the Commissioner and the Chief of the First Nations Community but shall not be inconsistent with the level of policing service as determined by the Minister for the Provincial Police Service.

5.4 The level of policing service as determined by the Minister under subarticle 5.3 hereof shall not be less than the minimum standard as determined under subarticle 5.2 hereof.

5.5 Nothing in this Agreement shall be interpreted as limiting in any way the jurisdiction of the Province in respect of the administration of justice and law enforcement in the Province of Manitoba.

ARTICLE 6.0: ROLES AND RESPONSIBILITIES OF CANADA

6.1 Canada shall:

a) subject to an appropriation by Parliament and subject to any other terms of this Agreement, provide, in respect of each Fiscal Year that this Agreement is in force, 52% of the Actual Costs of the RCMP First Nations Community Policing Service up to but not exceeding the amount set out in the total budget projection in Schedule "A" as may be adjusted from time to time in accordance with Articles 15.0 and 16.0 hereof;

b) in the provision of the administrative support for the RCMP First Nations Community Policing Service, coordinate the financial and administrative arrangements as set out in this Agreement;

c) participate in all negotiations involving Canada, the Province and First Nations Communities regarding the development of Community Tripartite Agreements for the delivery of policing services to First Nations Communities through the RCMP First Nations Community Policing Service;

d) with the agreement of the Minister and the Band Council of any First Nation Community affected, increase the number of Members and Support Staff of the RCMP First Nations Community Policing Service as soon as practicable within 12 months from the date of any executed Community Tripartite Agreement; or

e) reduce the number of Members and Support Staff of the RCMP First Nations Community Policing Service as soon as practicable but no later than 12 months from:

i) the date of receipt of a notification to terminate a Community Tripartite Agreement, or

ii) the date of execution of an agreement of the Parties to a Community Tripartite Agreement to reduce the number of Members and Support Staff of the RCMP First Nations Community Policing Service; and

f) ensure that the Province's contribution to the provision of the policing services to First Nations Communities in the Province of Manitoba through the RCMP First Nations Community Policing Service is acknowledged at the same time and to the same extent as the contribution of Canada in any materials or communications intended for the public or for concerned individuals or groups, including press releases, published reports, radio and television programs and public meetings.

ARTICLE 7.0: ROLES AND RESPONSIBILITIES OF THE PROVINCE

7.1 The Province shall:

a) subject to an appropriation by the Legislative Assembly for the Province of Manitoba and subject to any other terms of this Agreement, pay to Canada during each Fiscal Year that this Agreement is in force, 48% of the Actual Costs of the RCMP First Nations Community Policing Service up to but not exceeding the amount set out in the total budget projection in Schedule "A" as may be adjusted from time to time in accordance with Articles 15.0 and 16.0 hereof;

b) in consultation with Canada, take such steps as may reasonably be necessary to inform First Nations Communities of the availability of the RCMP First Nations Community Policing Service;

c) participate in all negotiations involving Canada, the Province and First Nations Communities regarding the development of Community Tripartite Agreements for the delivery of policing services to First Nations Communities through the RCMP First Nations Community Policing Service; and

d) ensure that Canada's contribution to the provision of policing services to First Nations Communities in the Province of Manitoba through the RCMP First Nations Community Policing Service is acknowledged at the same time and to the same extent as the contribution of the Province in any materials or communications intended for the public or for concerned individuals or groups, including press releases, published reports, radio and television programs and public meetings.

ARTICLE 8.0: ROLES AND RESPONSIBILITIES OF A BAND COUNCIL

8.1 The Band Council of a First Nations Community or its designated representative may, pursuant to the provisions of a Community Tripartite Agreement:

a) set objectives, priorities and goals of the RCMP First Nations Community Policing Service for that Community that are not inconsistent with the objectives, priorities and goals of the Minister for the Provincial Police Service;

b) assist in the identification and implementation of community oriented policing initiatives; and

c) bring any concerns regarding the day-to-day policing of the First Nations Community to the attention of the Commander of the Detachment responsible for providing policing for that First Nations Community.

ARTICLE 9.0: ROLES AND RESPONSIBILITIES OF THE RCMP

9.1 The Commissioner shall:

a) provide financial and administrative services and operational management for the day-to-day operations of the RCMP First Nations Community Policing Service;

b) recruit, train, assign and supervise RCMP First Nations Community Policing Service Members to provide policing services to First Nations Communities;

c) ensure that RCMP First Nations Community Policing Service Members will, subject to paragraph 9.1(d) hereof, devote all of their on duty time to the policing needs of First Nations Communities;

d) ensure that any on duty time spent by Members of the RCMP First Nations Community Policing Service outside the boundaries of First Nations Communities will be related to the handling of First Nations Policing issues except if any or all of the following occur:

(i) where a specific incident occurs of an urgent and critical nature, requiring immediate response, in which case the duties will be determined by the Commander;

(ii) if the Commanding Officer requires any Member to provide temporary assistance or special expertise to other police agencies in accordance with subarticle 4.5 hereof, or

(iii) if any Member is receiving training in accordance with the terms and conditions of the Community Tripartite Agreement;

e) provide to the Band Council of each First Nations Community, or its designated representative, individual regular status reports as well as special reports as may appropriately be requested by the Band Council on policing services provided to the Community;

f) provide the Solicitor General and the Minister with an annual report on the RCMP First Nations Community Policing Service in the Province of Manitoba prior to July 31st of each year, which annual report shall also include an inventory of equipment as referred to in subarticle 12.1, a detailed comparison of actual and budgeted expenditures, both direct and indirect, as set out in Article 10.0 of this Agreement together with explanations of all variances, and such other information as either the Solicitor General or the Minister, or both, directs; and

g) upon receiving reasonable notice, shall provide the Minister with any additional information relating to the financial implications of the RCMP First Nations Community Policing Service, including the results of any internal audit conducted by the RCMP.

9.2 The Commanding Officer shall for the purposes of this Agreement:

a) act under the direction of the Minister in aiding the administration of justice in the Province of Manitoba and in carrying into effect the laws in force therein;

b) implement the objectives, priorities, and goals as determined by the Minister pursuant to the Provincial Police Service Agreement and the objectives, priorities and goals of each respective First Nations Community as determined pursuant to paragraph 8.1(a);

c) consult with the Minister on a regular basis to provide information pertaining to the operational and administrative status of the RCMP First Nations Community Policing Service and such consultation shall occur as and when required by the Minister but in no case on less than a quarterly basis;

d) provide the Minister with an annual report, by July 1st of each year, on the status of the implementation of the objectives, priorities and goals of policing as they apply to the RCMP First Nations Community Policing Service within the Province of Manitoba during the previous Fiscal Year;

e) provide the Minister each month with the particulars of any new or outstanding complaints made against the RCMP First Nations Community Policing Service within the Province of Manitoba by any member of the public to the RCMP and the form and substance of the particulars shall be agreed upon by the Commanding Officer and the Minister;

f) in each Fiscal Year, commencing in the first month immediately following the commencement of this Agreement and monthly thereafter, provide the details of the year-to-date expenditures to the Minister in a mutually agreeable format, together with explanations of future significant expenditures that are occurring or likely to occur;

g) at the beginning of each Fiscal Year, provide the Minister with a schedule of each item of equipment purchased over $100,000, including its condition and any forecasted requirements for major repairs or replacement of such items; and

h) in a reasonable and timely way, provide the Minister with any information that comes into the possession of any RCMP-FNCPS Member employed in the Province of Manitoba and which affects the administration of justice in the Province of Manitoba; the information shall be provided in a manner and in a form to be agreed upon by the Commanding Officer and the Minister.

ARTICLE 10.0: BASIS OF ACTUAL COSTS CALCULATIONS

10.1 The Actual Costs for the purposes of this Agreement shall mean the following eligible expenditures made by the RCMP in each Fiscal Year:

a) the direct cost of the RCMP First Nations Community Policing Service in the Province of Manitoba including:

i) all operation and maintenance costs such as Salaries and wages, transportation and travel, information, professional services, equipment rentals, repairs, utilities and supplies and miscellaneous operational expenses as established by the RCMP Expenditure Coding Dictionary, and

ii) all costs of equipment purchased except where such cost is $100,000 or more per item and where the Minister has requested that such cost be amortized;

b) the indirect cost of the RCMP First Nations Community Policing Service in the Province of Manitoba including:

i) for the Fiscal Year 1994-95, or part thereof, the cost to Canada of Pension Contributions calculated as 13.9 % of pensionable salaries in respect of Members and calculated as 7.4 % of pensionable salaries in respect of federal public service employees; thereafter in subsequent Fiscal Years the cost of all Pension Contributions shall be such cost as determined by the applicable provisions of the Provincial Police Service Agreement;

ii) the full cost to Canada of employer's contributions for unemployment insurance in respect of Members and federal public service employees;

iii) the cost of the divisional headquarters administration, calculated by dividing the total cost of such administration by the average number of Members in the Division for the Fiscal Year (excluding Members who are assigned to divisional administration) and multiplying the result by the average number of Members employed in the RCMP First Nations Community Policing Service in the Province of Manitoba for the Fiscal Year;

iv) for the Fiscal Year 1994-95, or part thereof, and for subsequent Fiscal Years, the cost of recruit training shall be the product obtained by multiplying $3500.00 by the average number of Members employed in the RCMP First Nations Community Policing Service in the Province of Manitoba for the Fiscal Year;

v) the cost of the Police Information Retrieval System, calculated by multiplying the number of Members employed in the RCMP First Nations Community Policing Service in the Province of Manitoba who have access to the system by the amount of the fee set out in the Royal Canadian Mounted Police, Police Information Retrieval System Fees Order, as amended from time to time;

vi) the cost of accommodation owned by Canada for use by the RCMP First Nations Community Policing Service in the Province of Manitoba for which the RCMP does not pay rent shall be determined by multiplying the amount of the gross space on April 1 for the Fiscal Year by the rate of $10.00 per square foot ($107.64 per square meter); such space shall not include the following:

i) separate living quarters;

ii) any buildings or parts thereof occupied exclusively by the RCMP for any purpose other than the RCMP First Nations Community Policing Service, and

iii) those parts of the divisional headquarters administration buildings that are not occupied by the RCMP First Nations Community Policing Service determined on a proportional basis relative to the total occupancy of the buildings;

vii) where requested by the Minister, an amount equivalent to the straight line amortization of the capital cost of any item of equipment costing $100,000 or more per item over the estimated life of the equipment, but not exceeding 10 years, together with interest at 10 per cent per annum on the unpaid balance; for greater certainty, it is agreed that such items of equipment include aircraft, vessels, telecommunications systems, identification systems and such other items as may be agreed upon by the Minister and the Commissioner;

viii) the cost to Canada of operating the External Review Committee and the Public Complaints Commission, determined by dividing the total such cost by the average number of Members in Canada for the Fiscal Year and multiplying by the average number of Members employed in the RCMP First Nations Community Policing Service in the Province of Manitoba for the Fiscal Year;

ix) the cost of Program Administrators for the RCMP First Nations Community Policing Service in the Province of Manitoba as identified in Schedule "A";

x) the cost of Support Staff as identified in Schedule "A";

c) the cost of the RCMP First Nations Community Policing Service in the Province of Manitoba shall not include:

i) the cost of construction of any buildings;

ii) the cost of interdivisional transfers of personnel or equipment;

iii) costs of any civil action, compensation claim, ex gratia payment or claim for legal fees; and

iv) the costs of the Corps of Commissionaires employed primarily in the protection of federal buildings.

10.2 For the purposes of determining Actual Costs pursuant to this Article, any Member of the RCMP First Nations Community Policing Service who is on:

a) sick leave or suspended for more than 30 consecutive days;

b) parental leave;

c) a training course not related to the RCMP First Nations Community Policing Service, or

d) pension retirement leave;

shall be deemed not to be in the RCMP First Nations Community Policing Service and the costs relating thereto shall be allocated to divisional administration.

10.3 The following shall be deducted from the Actual Costs payable by the Province and the Solicitor General in respect of the RCMP First Nations Community Policing Service:

a) any refunds or reimbursements subsequently obtained by the RCMP with respect to any direct or indirect costs that were paid by the Province and the Solicitor General;

b) the revenue received from leased accommodations and quarters deductions from RCMP First Nations Community Policing Service employees;

c) the respective cost sharing percentage of any amount received by Canada from the sale, transfer out of the RCMP First Nations Community Policing Service or other disposition of any equipment that costs less than $100,000 and that was purchased for use in the RCMP First Nations Community Policing Service.

10.4 In respect of the RCMP First Nations Community Policing Service, except where the services are paid by Health and Welfare Canada, the Province shall pay to Canada all of the following costs:

a) hospitalization, medical examination or treatment, including mental health examination or treatment, for any person in the custody of the RCMP except where such costs have been incurred in the obtaining of evidence;

b) witness fees, transportation, maintenance and escort costs for persons (except for Members and Support Staff) required as witnesses in criminal and civil proceedings and proceedings under provincial laws; and

c) conveyance by a third party that is obtained by a Member of the First Nations Community Policing Service for a disabled, injured, ill or deceased person where the cost of the service is not paid by or on behalf of the person or their estate.

10.5 a) In the event that any Member employed in the RCMP First Nations Community Policing Service receives, by virtue of provincial legislation, the benefit of any statutory defence, to any claim or action and in connection therewith the Province may be or may become liable for any of the payments contemplated by subparagraph 10.1(c)(iii), Canada shall indemnify and hold harmless the Province with respect to any such claims or actions; Canada shall assume the conduct and the carriage of any proceedings relating to such claim.

b) The Province shall promptly notify Canada of any claim or action referred to in paragraph (a).

c) If the Province should compromise or settle any such claim or action without the consent of Canada, Canada shall not be liable to indemnify or save harmless the Province.

10.6 Notwithstanding the provisions of subparagraphs 10.1 (a)(i) and 10.1 (b)(vi) of this Agreement, where a Community Tripartite Agreement comes into force during the term of this Agreement, the parties to the Community Tripartite Agreement may enter into different arrangements regarding eligible expenditures for accommodation, site preparation and living quarters for the purposes of the RCMP First Nations Community Policing Service provided under the Community Tripartite Agreement.

ARTICLE 11.0: EQUIPMENT

11.1 Canada shall supply to the RCMP First Nations Community Policing Service equipment of a standard and quantity that is necessary to carry out its responsibilities under this Agreement.

11.2 Canada, in procuring such equipment, shall do so in accordance with its own procurement practices and procedures, directives of the Treasury Board of Canada and the Government Contract Regulations.

11.3 Where any item of equipment that was purchased at any time by Canada at a cost of $100,000 or more for the RCMP First Nations Community Policing Service is lost, damaged or destroyed or is sold, transferred or otherwise disposed of from the RCMP First Nations Community Policing Service, the accountability for that item shall be dealt with in accordance with the following provisions:

a) where the Province and the Solicitor General paid for the item in full at the applicable cost-sharing ratio in the year of acquisition, the Province and the Solicitor General shall be credited their respective cost sharing percentage of the market value, if any, determined as of the time immediately preceding the loss, damage, destruction, sale, transfer or disposal;

b) where the Province or the Solicitor General has not yet paid its full share of the purchase cost of the item, the Province and the Solicitor General shall be credited their respective cost sharing percentage of the amount by which the market value, if any, exceeds the aggregate amount, exclusive of interest, that the Province or the Solicitor General, as the case may be, had paid up to the time of loss, damage, destruction, sale, transfer or disposal; and

c) if any item of equipment is subject to amortization in accordance with subparagraph 10.1(b)(vii), the Province's and Solicitor General's payments shall cease in the Fiscal Year when the item was lost, damaged, destroyed or removed.

ARTICLE 12.0: TRANSFER OF OWNERSHIP OF EQUIPMENT AND ASSETS

12.1 In the event of the expiry or termination of this Agreement:

a) the ownership of any item of equipment that was purchased by Canada for the RCMP First Nations Community Policing Service in the Province of Manitoba shall be recorded on an inventory list and, at the option of the Province, such equipment shall:

i) be transferred to the Province or its nominee upon payment to Canada of an amount equal to the amount that the current market value exceeds the amount, exclusive of interest, already paid to Canada by the Province for that item of equipment, or

ii) remain vested in Canada, in which case Canada shall credit the Province with any amount by which the current market value exceeds the amount that Canada paid for that item of equipment;

b) where any such item of equipment was purchased by Canada prior to the date of this Agreement for the RCMP First Nations Community Policing Service, upon such expiry or termination the Province may, at its option, acquire ownership of the equipment by paying to Canada the fair market value, as determined by an independent appraiser retained by Canada and who is acceptable to the Province, at the applicable cost-sharing ratio set out in subarticle 7.1;

c) where any item of equipment that:

i) costs $100,000 or more;

ii) was purchased by Canada at any time for the RCMP First Nations Community Policing Service, and

iii) was sold by Canada or transferred from the RCMP First Nations Community Policing Service;

Canada shall credit the Province and the Solicitor General with any amount by which the current market value exceeds the aggregate of payments, exclusive of interest, made by the Province in respect of that item.

12.2 Subject to any necessary approval by the Governor in Council and the Treasury Board of Canada, the ownership of any land and buildings held by Canada for the RCMP First Nations Community Policing Service and no longer required by Canada may, at the option of the Province, be acquired by the Province upon payment by the Province of the fair market value, as determined by an independent appraiser retained by Canada and who is acceptable to the Province.

ARTICLE 13.0: JAILS AND LOCK-UPS

13.1 Canada is under no obligation to maintain any jails for prisoners committed to custody for less than two years for an offence committed within the Province of Manitoba against the Criminal Code or the laws of the Province of Manitoba but, where necessary due to remoteness or the absence of an efficient alternative, such prisoners may be held in lock-ups maintained by the RCMP. The number and size of police lock-ups presently maintained by the RCMP will not be reduced without the prior approval of the Minister.

ARTICLE 14.0: METHOD OF PAYMENT

14.1 The RCMP shall carry out ongoing accounting and payments for the operation and maintenance of the RCMP First Nations Community Policing Service.

14.2 The RCMP shall invoice the Province and the Solicitor General at their respective cost-sharing ratios for payments quarterly on July 1, October 1, January 1 and March 31 in each Fiscal Year; each invoice shall cover 3/12 of the estimated Actual Costs of the RCMP First Nations Community Policing Service for the relevant Fiscal Year.

14.3 Subject to subarticle 14.6, the amounts payable by the Province and the Solicitor General under subarticle 14.2 shall be due 60 days from the date of an invoice.

14.4 In the case of amounts payable by the Province, payment shall be made by cheque payable to the Receiver General for Canada and sent to the Commissioner in Ottawa, or as Canada might otherwise direct in writing, by registered mail; where the Commissioner and the Minister agree in writing, payments may be made by any other method.

14.5 In the case of amounts payable by the Solicitor General, all payments shall be made by Interdepartmental Settlement Notice sent to the Commissioner in Ottawa or as directed otherwise by the Commissioner.

14.6 Any overpayment or underpayment by the Province or the Solicitor General in one Fiscal Year shall be credited or debited, as the case may be, in conjunction with the first invoice of the succeeding Fiscal Year.

14.7 Where a Community Tripartite Agreement comes into force during the term of this Agreement, this Agreement will, for purposes of calculating the percentage shares of the Actual Costs under paragraphs 6.1(a) and 7.1(a), be deemed to begin on the first day of the Fiscal Year in which the Community Tripartite Agreement comes into force.

ARTICLE 15.0: FINANCIAL PLANNING

15.1 The Commanding Officer shall:

a) consult with the Minister on or before September 1 of each year to establish the estimated Actual Costs of the RCMP First Nations Community Policing Service in the next ensuing Fiscal Year. This consultation shall include advice to the Minister pertaining to the 3-year accommodation plans for the RCMP First Nations Community Policing Service and forecasted needs for major repairs and replacement of items of equipment which originally cost $100,000 or more per item. The Commanding Officer shall receive advice from the Minister on:

i) the number of Members and Support Staff required for the RCMP First Nations Community Policing Service in the Province of Manitoba;

ii) any budgetary limits for the RCMP First Nations Community Policing Service being placed upon the RCMP by the Province, and

iii) approval and the basis of payment for any item of equipment costing $100,000 or more per item;

b) promptly communicate the results of this consultation with the Minister to the Commissioner, who shall complete a provisional estimate for such ensuing Fiscal Year, including:

i) all Actual Costs for the requested increases or decreases to the RCMP First Nations Community Policing Service in the Province of Manitoba, recognizing any budgetary limits for the RCMP First Nations Community Policing Service imposed by the Province;

ii) an inflation factor for all operational and maintenance costs, excluding Salaries, based on the Manitoba Consumer Price Index for the last twelve month period; and

iii) a best estimate that reflects the most probable adjustments to Salaries of Members and Support Staff.

15.2 The Commissioner shall communicate the provisional estimate referred to in paragraph 15.1(b) to the Commanding Officer who shall:

a) ensure that the provisional estimate is in accordance with the results of the consultation with the Minister and consistent with the objectives, priorities and goals set for the RCMP First Nations Community Policing Service; and

b) provide the provisional estimate to the Minister together with all explanations and seek agreement prior to December 31st of each Fiscal Year.

15.3 The Commissioner shall, prior to February 1st of each Fiscal Year, provide the Solicitor General with the budget projection prepared in accordance with subarticles 15.1 and 15.2 for the next Fiscal Year covered by this Agreement.

15.4 Where the Solicitor General agrees with the budget projection provided under subarticle 15.3, the budget projection shall be submitted to the Minister no later than thirty days prior to the Fiscal Year for which the budget projection pertains.

15.5 Where the Minister agrees with the budget projection provided by the Solicitor General under subarticle 15.4, Schedule "A" shall be amended pursuant to Article 16 to reflect the Actual Costs agreed upon for the Fiscal Year for which that budget projection was developed.

15.6 Where the Commissioner wishes to adjust a budget projection during any Fiscal Year, the Commissioner shall provide an adjusted budget projection, with explanations, to the Solicitor General.

15.7 Where the Solicitor General agrees with the adjusted budget projection referred to in subarticle 15.6, the adjusted budget projection shall be submitted to the Minister without delay.

15.8 If the Minister agrees with the adjusted budget projection referred to in subarticle 15.7, Schedule "A" shall be adjusted for that Fiscal Year pursuant to Article 16.0.

15.9 At any time after the date of this Agreement, the Minister may offer accommodation supplied by the Province for use by the RCMP First Nations Community Policing Service. The RCMP First Nations Community Policing Service shall not be obliged to use such accommodation unless it conforms to RCMP operational requirements and building standards in its design, space, construction and maintenance. The rent for such accommodation shall be the same amount and determined in the same manner as referred to in subparagraph 10 (b)(vi).

ARTICLE 16.0: AMENDMENT

16.1 The provisions of this Agreement and of Schedule "A" hereto may be amended at any time by the written agreement of Canada and the Province.

ARTICLE 17.0: TERM OF AGREEMENT

17.1 Notwithstanding the date on which this Agreement was executed and subject to subarticle 17.4, this Agreement shall come into force on October 1, 1994 and shall continue in force until March 31, 1999.

17.2 At any time prior to the expiry of this Agreement, this Agreement may be renewed for an additional period upon terms as may be agreed to by the Parties.

17.3 Upon the written agreement of Canada and the Province prior to the expiry of this Agreement, the provisions of this Agreement will remain in force pending any renewal, extension or renegotiation.

17.4 This Agreement may be terminated effective March 31st in any year by one Party giving the other Party notice of such termination 12 months prior to the effective date of the intended termination.

ARTICLE 18.0: DISPUTES

18.1 Any new issue, matter of general concern or dispute arising under this Agreement, including Schedule "A" or as amended in accordance with subarticle 16.0 hereof, shall be a matter for consultation and resolution between the Solicitor General and the Minister in such manner as they shall see fit, however, they shall endeavour to resolve such issues within 90 days.

ARTICLE 19.0: NOTICE

19.1 Any notice that is required or permitted under this Agreement, to be given by one Party to the other Party, shall be given in writing and shall be communicated as follows:

a) to Canada, by registered mail, addressed to the Solicitor General at Ottawa, Ontario; and

b) to the Province, by registered mail, addressed to the Minister, by official title, at the Legislative Building, Winnipeg, Manitoba.

ARTICLE 20.0: MEMBERS OF THE HOUSE OF COMMONS AND SENATE

20.1 No member of the House of Commons or Senate shall be admitted to any share or part of this Agreement or to any benefits to arise there from.

IN WITNESS WHEREOF the Honourable Herb Gray , Solicitor General of Canada. has hereunto set his hand on behalf of Canada and the Honourable Rosemary Vodrey, Minister of Justice and Attorney General of Manitoba, has hereunto set her hand on behalf of the Province.

SIGNED on behalf of Canada by the Honourable Herb Gray, P.C., M.P. Solicitor General of Canada, in the presence of

Witness

Solicitor General of Canada

Date: April 20/95

SIGNED on behalf of the Province by the Honourable Rosemary Vodrey, Minister of Justice and Attorney General of Manitoba, in the presence of

Witness

Minister of Justice and Attorney General of Manitoba

Date: Jan 30. 1995

SCHEDULE A

BUDGET PROJECTION FOR THE RCMP FIRST NATIONS COMMUNITY POLICING SERVICE IN THE PROVINCE TO PARTICIPATING FIRST NATIONS COMMUNITIES 1994 - 1995

DETACHMENT FIRST NATIONS COMMUNITY	COMPLEMENT	BUDGET
1. "D" Division H.Q. Program Administrators	2	$221,274.53
2. Support Staff	.5	$15,239.44
BUDGET PROJECTION		$236,513.97

SCHEDULE "B"

COMMUNITY TRIPARTITE AGREEMENTS

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SECTION 9

AGREEMENT BETWEEN

CANADA - BRITISH COLUMBIA

AND THE

HAISLA FIRST NATION

FOR THE

ROYAL CANADIAN MOUNTED POLICE -

FIRST NATIONS COMMUNITY POLICING SERVICE

THIS AGREEMENT MADE THE 8th DAY OF December, 1994

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY THE SOLICITOR GENERAL OF CANADA

(hereinafter referred to as "Canada")

of the first part

- AND -

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA AS REPRESENTED BY THE ATTORNEY GENERAL OF BRITISH COLUMBIA

(hereinafter referred to as the "Province")

of the second part

- AND -

THE HAISLA FIRST NATION AS REPRESENTED BY THE CHIEF AND DEPUTY CHIEF OF THE KITAMAAT VILLAGE COUNCIL

(hereinafter referred to as the "Haisla First Nation")

of the third part

WHEREAS the Parties wish to cooperate in the provision of effective, efficient, professional and culturally responsive policing services within the Kitamaat Territory consistent with the needs of the Haisla First Nation, the federal First Nations Policing Policy, the Commissioner's formal statement on RCMP community policing and the Province's policy for First Nations policing;

WHEREAS the Parties recognize that the Haisla First Nation has a role in the determination of the level and quality of the policing services which they receive and that a tripartite agreement will give concrete expression to this role;

WHEREAS the Parties recognize that the policing services provided through the RCMP First Nations Community Policing Service include the enforcement of applicable federal and provincial statutes and certain Band by-laws specified in this Agreement, the prevention of crime and the maintenance of order;

WHEREAS the Parties recognize that nothing in this Agreement shall abrogate or derogate from any Aboriginal, treaty, constitutional or other rights which have accrued or may accrue to any of the Parties;

AND WHEREAS the parties wish to, subject to and in accordance with the terms of this Agreement, enter into this Agreement to enable peace officers deployed under the RCMP First Nations Community Policing Service to provide policing services for the Haisla First Nation.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

SECTION 1: DEFINITIONS

1.1 For the purposes of this Agreement, each of the following terms shall, unless the context otherwise requires, have the meaning set out beside it.

"**Actual Costs**" means those direct and indirect costs, as described in article 10 of the Framework Agreement entered into between Canada and the Province on January 13, 1994, incurred by the RCMP in providing policing services to First Nation communities through the RCMP First Nation Community Policing Services during the term of this Agreement;

"**By-Law**" means the by-laws enacted by the Kitamaat Village Band Council of the Haisla First Nation pursuant to the Indian Act, R.S.C. 1985, c. I-5;

"**Commander**" means the RCMP Member in charge of the Kitimat Detachment, who manages the physical, financial and human resources of the Detachment;

"**Commanding Officer**" means the officer of the RCMP, resident in the Province, appointed by the Commissioner to command the Division;

"**Commissioner**" means the Commissioner of the Royal Canadian Mounted Police;

"**Community Consultative Group**" means the group established under section 7 of this Agreement;

"**Division**" means the organizational component of the RCMP that is responsible for law enforcement and the prevention of crime in the Province;

"**First Nations Policing Policy**" means the federal First Nations Policing Policy announced by the Solicitor General of Canada and the Minister of Indian Affairs and Northern Development on June 27, 1991;

"**Haisla First Nation**" means the Kitamaat Band number 676, which has been established pursuant to the Indian Act;

"**Kitimat Detachment**" means the organizational component of the sub-division or division of the RCMP which is assigned the prime responsibility for the provision of police services within the Haisla First Nation and that has prescribed territorial boundaries;

"**Kitamaat Territory**" means the Klak-ak-siouks Reserve number 9, the Kitamaat Reserve number 2, Walth Reserve number 3, Tahla (Kildala) Reserve number 4, the Jugwees (Minette Bay) Reserve number 5, Bees Reserve number 6, Kitasa Reserve number 7, Kuaste (Mud Bay) Reserve number 8, Kildala River Reserve number 10, Henderson's Ranch Reserve number 11, Tosehka (Eagle Bay) Reserve number 12, Giltoyees Reserve number 13, Misgatlee (Foch Lagoon) Reserve number 14, Wekellals Reserve number 15, Kitlope Reserve number 16, Kemano Reserve number 17, Crab River (Crab Harbour) Reserve number 18, Gander island Reserve number 14 and Ja we yah's Reserve number 99, which are "reserves" as defined in subsection 2(1) of the Indian Act;

"**Kitamaat Village Council**" means the elected Band Council of the Kitamaat Band;

"**Member**" means any member of the RCMP appointed pursuant to the Royal Canadian Mounted Police Act, and any regulations made pursuant thereto and without limitation includes any regular member, special constable, special constable member, and civilian so appointed;

"**Minister**" means the Minister of the Province of British Columbia responsible for policing services in the Province;

"**Province**" means the Province of British Columbia;

"**RCMP**" means the police force for Canada continued under the Royal Canadian Mounted Police Act,R.S.C. 1985 c. R-10 and known as the Royal Canadian Mounted Police;

1.2 The singular number includes the plural and the plural number includes the singular where such is consistent with the context.

SECTION 2: APPLICATION

2.1 This Agreement applies to the provision of policing services for the Haisla First Nation and forms part of Schedule "B" to the Framework Agreement between Canada and the Province regarding the provision of the RCMP First Nations Community Policing Service in the Province.

2.2 This Agreement is made pursuant to the Framework Agreement for the RCMP First Nations Community Policing Service entered into between Canada and the Province on January 13, 1994 (hereinafter referred to as the "Framework Agreement"). Unless this Agreement expressly makes arrangements otherwise, all the provisions of the Framework Agreement apply to this Agreement.

SECTION 3: TERM OF AGREEMENT

3.1 Notwithstanding the date on which this Agreement is executed, this Agreement comes into force on April 1, 1994 and continues in force until March 31, 1998, unless it is terminated pursuant to section 13 of this Agreement.

3.2 Upon the written agreement of the Parties, the provisions of this Agreement will remain in force pending its renewal, extension or renegotiation.

SECTION 4: ROLE AND RESPONSIBILITIES OF CANADA

4.1 Subject to appropriation by Parliament, Canada agrees to provide to the RCMP 52% of the Actual Costs of a complement of one (1) Member of the RCMP First Nations Community Policing Service for the Haisla First Nation in accordance with the terms and conditions set out in the Framework Agreement.

SECTION 5: ROLE AND RESPONSIBILITIES OF THE PROVINCE

5.1 Subject to appropriation by the Legislature, the Province agrees to provide to the RCMP 48% of the Actual Costs of a complement of one (1) Member of the RCMP First Nations Community Policing Service for the Haisla First Nation in accordance with the terms and conditions set out in the Framework Agreement.

SECTION 6: ROLE AND RESPONSIBILITIES OF THE KITAMAAT VILLAGE COUNCIL

6.1 The Kitamaat Village Council or its designated representative will, pursuant to the provisions of this Agreement:

(a) establish a Community Consultative Group within sixty (60) days of the signing of this Agreement;

(b) determine the terms of reference of the Community Consultative Group within sixty (60) days of the signing of this Agreement; and

(c) provide a work station for the use of the Members of the RCMP First Nations Community Police Service who will be providing policing services to the Haisla First Nation.

SECTION 7: COMMUNITY CONSULTATIVE GROUP

7.1 The Community Consultative Group to be established by the Haisla First Nation should be representative of the community and may include participants who are elders, women and youth.

7.2 Consistent with this Agreement, the role and responsibility of the Community Consultative Group will be to:

(a) identify policing issues and concerns to a representative of the RCMP Kitimat Detachment;

(b) work with the RCMP Kitimat Detachment in seeking solutions to community issues and concerns; and

(c) work with the RCMP to develop, in consultation with a representative of the RCMP Kitimat Detachment, the objectives, priorities, goals, strategies and special projects which will assist the community to address specific community issues and concerns.

7.3 The Community Consultative Group will meet as it deems necessary.

SECTION 8: ROLE AND RESPONSIBILITIES OF THE RCMP

8.1 The RCMP will:

(a) assign one (1) Member of the RCMP First Nations Community Policing Service to provide policing services for, or to assist in, the provision of policing services to the Haisla First Nation pursuant to this Agreement as soon as practicable within six (6) months from the signing of this Agreement;

(b) make best efforts to ensure that the Member of the RCMP First Nations Community Policing Service assigned to the Haisla First Nation are culturally compatible with the community;

(c) ensure that the process referred to in 8.1.(b) will be consensual and be effected through consultation between the Haisla First Nation or its delegate and the Commanding Officer of the Division or his or her delegate;

(d) ensure that the Member deployed through the RCMP First Nations Community Policing Service will devote all of his or her on duty time to the policing needs of the Haisla First Nation and that at least 80% of this time shall be spent within the boundaries of the Kitamaat Territory;

(e) ensure that the time spent outside of the community's boundaries by the Member of the RCMP First Nations Community Policing Service will be related to the handling of Haisla First Nation policing issues, except where an emergency exists, in which case the duties will be determined by the Commander of Kitimat Detachment;

(f) ensure that regular status reports detailing the policing services provided for Haisla First Nation are supplied on a monthly basis to the Kitamaat Village Council of the Haisla First Nation or its designated representative and the Community Consultative Group;

(g) ensure that, where it is deemed appropriate, special reports, in addition to the monthly reports, be provided on request, to the Kitamaat Village Council and the Community Consultative Group; and

(h) enforce the present or future by-laws made by the Kitamaat Village Council pursuant to the following sections of the Indian Act R.S.C, 1985, c.I-5:

(i) section 81(1)(b) - the regulation of traffic,

(ii) section 81(1)(c) - the observance of law and order,

(iii) section 81(1)(d) - the prevention of disorderly conduct and nuisances,

(iv) section 81(1)(p) - the removal and punishment of persons trespassing on the reserve or frequenting the reserve for prohibited purposes,

(v) section 85.1(a) - prohibiting the sale, barter, supply or manufacture of intoxicants on the reserve,

(vi) section 85.1(b) - prohibiting any person from being intoxicated on the reserve, or

(vii) section 85.1(c) - prohibiting any person from having intoxicants in his possession on the reserve.

8.2 The RCMP will ensure that Members providing service for Haisla First Nation receive, in a timely manner, training to allow them to meet the needs of the community. Such training may consist of, but not be limited to family violence, substance abuse, suicide prevention and other areas which are consistent with the policing needs of Haisla First Nation.

SECTION 9: ROLE AND RESPONSIBILITIES OF THE RCMP FIRST NATIONS COMMUNITY POLICING SERVICE

9.1 The primary responsibility of the Members deployed through the RCMP First Nations Community Policing Service will be to work in cooperation with the Haisla First Nation to provide a professional, effective and efficient policing service, in a manner which is responsive and culturally sensitive to that community.

9.2 In addition to the "Role and Responsibilities of the RCMP", as described in Section 8, the Members deployed through the RCMP First Nations Community Policing Service will:

(a) treat all people equally and with respect;

(b) uphold the Canadian Charter of Rights and Freedoms;

(c) serve and protect the community;

(d) work with the community and other agencies to prevent or resolve problems that affect the community's safety and quality of life;

(e) establish crime prevention initiatives through community education or assist the community with similar initiatives in their capacity as members of the RCMP-First Nations Community Policing Service;

(f) promote a creative and responsive environment to allow all RCMP Members to deliver community policing services;

(g) enforce the applicable federal and provincial laws and such by-laws referred to in paragraph 8.1(g); and

(h) work with the Community Consultative Group towards the achievement of objectives, priorities, goals, strategies and special projects which will assist the community to address specific community issues and concerns.

SECTION 10: SPECIAL PROVISIONS

10.1 During the term of this Agreement it shall be acknowledged by the Parties that:

(a) the Member assigned to the Haisla First Nation through the RCMP First Nations Community Policing Service may be absent from time to time due to illness, holidays or other duty related requirements, in which case the Commander of Kitimat Detachment will ensure that the policing needs of the community are met;

(b) the Commander of Kitimat Detachment has the authority and responsibility for the personnel who provide the policing services for the Haisla First Nation; and

(c) concerns regarding the day-to-day policing of the community should be brought to the attention of the Commander of Kitimat Detachment.

SECTION 11: INDEMNIFICATION

11.1 The Haisla First Nation shall indemnify and save harmless Canada and the Province and their respective employees and agents from and against all losses, claims, damages, actions, causes of action, costs and expenses that may arise directly or indirectly out of any act or omission of the Community Consultative Group or its respective members, employees, officers or agents, in the performance of this Agreement. Such indemnity shall survive the Agreement.

11.2 Neither Canada nor the Province shall be responsible for any bodily or personal injury or property damage of any nature whatsoever that may be suffered or sustained by the Haisla First Nation or Kitamaat Village Council, the Community Consultative Group and their respective members, employees, officers or agents in the performance of this Agreement.

11.3 Canada shall not be held responsible for any incidental, indirect, special or consequential damages or any loss of use, revenue or profit arising out of or in any way related to this Agreement.

SECTION 12: AMENDMENT

12.1 This Agreement may be amended from time to time by written agreement of all Parties.

SECTION 13: TERMINATION

13.1 Any of the Parties may terminate this Agreement with regard to the RCMP First Nations Community Policing Service by giving the other Parties twelve (12) months notice in writing.

SECTION 14: NOTICES

14.1 Any notice or other document required or permitted to be given by one Party to the other Party under this Agreement will be in writing and shall be communicated by registered mail addressed to:

(a) Canada:

Solicitor General Canada
Aboriginal Policing Directorate
340 Laurier Avenue West, 11th floor
Ottawa, Ontario
K1A 0P8
Fax: 613-991-0961

(b) the Province:

Ministry of the Attorney General
Room 232
Parliament Buildings
Victoria, British Columbia
V8V 1X4
Fax: 604-387-6411

(c) Haisla First Nation:

Kitamaat Village Council
P.O. Box 1101
Kitamaat Village, British Columbia
V0T 2B0
Fax: 604-632-2840

SECTION 15: SAVING PROVISION

15.1 Nothing in this Agreement is in any way intended to replace or amend any obligation that either Party is bound by or required to perform by operation of law.

15.2 Nothing in this Agreement shall abrogate or derogate from any Aboriginal, treaty, constitutional or other rights which have accrued or may accrue to any of the Parties.

SECTION 16: DISPUTES

16.1 Any new issue, matter of general concern or dispute arising under this Agreement shall be a matter for consultation and resolution between the Solicitor General, the Minister and the Haisla First Nation in such manner as they shall see fit.

IN WITNESS WHEREOF the Parties have executed this Agreement as of the day and year first written above.

HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY THE SOLICITOR GENERAL OF CANADA

Solicitor General of Canada

Regional Representative

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA AS REPRESENTED BY THE ATTORNEY GENERAL OF BRITISH COLUMBIA

Attorney General of British Columbia

Regional Representative

THE HAISLA FIRST NATION AS REPRESENTED BY THE CHIEF AND DEPUTY CHIEF OF THE KITAMAAT VILLAGE COUNCIL

Chief of the Kitamaat Village Council

Deputy Chief of the Kitamaat Village Council

ROYAL CANADIAN MOUNTED POLICE AS REPRESENTED BY THE COMMISSIONER

Commissioner

CA1
SG142
-R51

User Report

ROYAL CANADIAN MOUNTED POLICE - FIRST NATIONS COMMUNITY POLICING SERVICES (RCMP - FNCPS) AGREEMENTS

Volume 3

NO. 1995-08

Aboriginal Policing Series

Solicitor General Canada
Ministry Secretariat

Canada



ROYAL CANADIAN MOUNTED POLICE - FIRST NATIONS COMMUNITY POLICING SERVICES (RCMP - FNCPS) AGREEMENTS

Volume 3

NO. 1995-08



This document has been compiled by officials in the Department of the Solicitor General of Canada and contains copies of RCMP - FNCPS Agreements that have been concluded as of the date of publication.

The agreements are made available in the language that they were drafted.

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SECTION 1

31 March 1995

A MEMORANDUM OF AGREEMENT PROVIDING A FRAMEWORK FOR COMMUNITY TRIPARTITE AGREEMENTS FOR THE ROYAL CANADIAN MOUNTED POLICE FIRST NATIONS COMMUNITY POLICING SERVICE IN THE PROVINCE OF NOVA SCOTIA

PROVINCE OF NOVA SCOTIA

RCMP FIRST NATIONS COMMUNITY POLICING SERVICE AGREEMENT

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Memorandum of Agreement dated as of April 1, 1994

BETWEEN:

THE GOVERNMENT OF CANADA
as represented by the Solicitor General of Canada
(herein called "Canada"),

AND

THE GOVERNMENT OF THE PROVINCE OF NOVA SCOTIA
as represented by the Minister responsible for Aboriginal Affairs
and by the Minister of Justice and Attorney General of Nova Scotia
(herein called the "Province").

WHEREAS Canada and the Province of Nova Scotia:

1) recognize the need to contribute to the improvement of the maintenance of social order, public security and personal safety in First Nations Communities;

2) recognize the need to provide First Nations Communities with policing services that are professional, effective, efficient and responsive to the unique needs of these communities;

3) recognize the importance of providing policing services for First Nations Communities in the Province through the RCMP First Nations Community Policing Service;

4) recognize that First Nations Communities must have a role in the administration and management of their policing services and recognize the necessity of entering into negotiations with them to ensure that this role is given expression in the form of Community Tripartite Agreements;

5) recognize the desirability of providing greater responsibility and accountability for the delivery of policing services to the people of Nova Scotia's First Nations, and, therefore agree, to enter into a tripartite process which will lead to greater responsibility and accountability of policing services to Nova Scotia First Nations;

6) recognize the principle that First Nations Communities, in keeping with their increased role in determining policing arrangements, should contribute financially to the extent of their existing or future ability to pay, either in cash or in kind, towards the cost of providing First Nations policing services. Contributions under this provision would accrue equally to reduction of federal and provincial cost shares;

7) recognize the need to continue the RCMP First Nations Community Policing Service, and the need to provide adequate positions in the RCMP First Nations Community Policing Service as may be subsequently agreed to under Community Tripartite Agreements;

8) wish to, subject to and in accordance with the terms of this Agreement, enter into cost-sharing and related agreements to provide policing services to First Nations Communities in the Province through the RCMP First Nations Community Policing Service;

9) recognize that the policing services provided for First Nations Communities include the enforcement of the applicable federal and provincial statutes and certain band by-laws specified in the Community Tripartite Agreements, the prevention of crime and the maintenance of order;

10) recognize that nothing in this Agreement shall be construed so as to affect, or prejudice or derogate from, any Aboriginal, treaty, constitutional or other rights, privileges or freedoms which have accrued or may accrue to Canada, the Province or any First Nations Community;

11) recognize that nothing in this Agreement prejudices or limits the ability of the parties to negotiate, at any time, different terms for providing policing services to First Nations under any other agreement; and

WHEREAS Section 20 of the Royal Canadian Mounted Police Act (Canada) provides that the Solicitor General of Canada may, with the approval of the Governor in Council, enter into an arrangement with the government of any province for the use or employment of the Royal Canadian Mounted Police, or any portion thereof, in aiding the administration of justice in the Province and in carrying into effect the laws in force therein;

WHEREAS Section 11 of the Police Act (Nova Scotia) provides that the Governor in council of Nova Scotia may enter into an agreement with the Government of Canada for the employment of the Royal Canadian Mounted Police regarding the enforcement of laws in the Province;

WHEREAS by Order in Council P.C. 1993-553 dated March 23, 1993 the Governor in Council authorized the Solicitor General to enter into this Agreement on behalf of the Government of Canada;

WHEREAS by Order in Council P.C. 1992-270 dated February 13, 1992 the Governor in Council transferred to the Solicitor General of Canada the powers, duties and functions of the Minister of Indian Affairs and Northern Development relating to the Indian Policing Services Program.

THE PARTIES AGREE AS FOLLOWS:

ARTICLE 1.0: INTERPRETATION

1.1 In this agreement, each of the following terms shall, unless the context otherwise requires, have the meaning set out beside it:

a) **"Actual Costs"** means those direct and indirect costs, as described in Article 10 of this agreement, incurred by the RCMP in providing policing services to First Nations Communities through the RCMP First Nations Community Policing Service during the term of this Agreement;

b) **"Band Council"** means the "council of the band" as defined in section 2 of the Indian Act (Canada) and, for the purposes of this Agreement, includes local governing bodies of certain Indian communities on Crown land;

c) **"Commanding Officer"** means the officer of the RCMP, resident in the Province, appointed by the Commissioner to command the Division;

d) **"Commissioner"** means the Commissioner of the RCMP;

e) **"Community Tripartite Agreement"** means an agreement annexed in Schedule "B" entered into between Canada, the Province, and a First Nations Community for the provision of the RCMP First Nations Community Policing Service;

f) **"Detachment"** means an organizational component of the division that has prescribed territorial boundaries and includes satellite and community service offices;

g) **"Division"** means the organizational component of the RCMP that is responsible for law enforcement and the prevention of crime in the Province;

h) **"External Review Committee"** means the Committee as defined in the Roval Canadian Mounted Police Act (Canada);

i) **"First Nation Community"** means a "band" as defined in section 2 of the Indian Act and for the purposes of this Agreement includes certain Indian Communities on Crown land;

j) **"First Nation Territory"** means a "reserve" as defined in section 2 of the Indian Act, and for the purposes of this agreement includes certain Indian communities on Crown land;

k) **"Fiscal Year"** means the period beginning on April 1 in any year and ending on March 31 in the next year;

l) **"Member"** means any member of the RCMP appointed pursuant to the Roval Canadian Mounted Police Act (Canada) and any regulations made pursuant thereto and without limitation includes any regular member, special constable, special constable member, and civilian so appointed;

m) **"Minister"** means the Minister of the Province of Nova Scotia responsible for policing services in the Province;

n) **"Municipal Police Service"** means the aggregate of the full and/or part time resources and Members employed by Canada to provide policing services in any Municipality under an agreement with the Province, but does not include those full and/or part time resources and Members employed in:

i) policing services of a national or international nature, such as forensic laboratories, the Canadian Police Information System, identification services and the Canadian Police College;

ii) national security investigation services;

iii) protective security such as security at embassies and airports, and security for internationally protected persons;

iv) services provided to or on behalf of federal government departments;

v) the Provincial Police Service provided under a separate agreement; and

vi) the RCMP First Nations Community Policing Service provided under this Agreement.

o) **"Municipal Policing Agreement"** mean an Agreement dated as of April 1, 1992 between Canada and the Province for the provision by Canada of Municipal Police Services;

p) **"Municipality"** means any city, town, village, hamlet or other organized area that is designated as such by any law of the Province;

q) **"Pension Contribution"** means, with respect to any Member or federal public service employee, the aggregate of the employer's contributions made under the Royal Canadian Mounted Police Superannuation Act (Canada), the Supplementary Retirement Benefits Act (Canada), the Public Service Superannuation Act (Canada) and the Canada Pension Plan (Canada);

r) **"Program Administrators"** means the RCMP First Nations Community Policing Service Members and Support Staff assigned to the administration of RCMP First Nations Community Policing Service at the headquarters of the Division;

s) **"Provincial Police Service Agreement"** means the agreement dated as of April 1, 1992 between Canada and the Province for the provision by Canada of Provincial Police Services;

t) **"Provincial Police Service"** means the aggregate of the full and/or part time resources, Members and Support Staff employed by Canada to provide policing services in the Province, but does not include those full and/or part time resources, Members and Support Staff employed in:

i) policing services of a national or international nature, such as forensic laboratories, the Canadian Police Information System, identification services and the Canadian Police College;

ii) national security investigation services;

iii) protective security such as security at embassies and airports, and security for internationally protected persons;

iv) services provided to or on behalf of federal government departments;

v) a Municipal Police Service provided under a separate agreement; and

vi) the RCMP First Nations Community Policing Service provided under this Agreement;

u) **"Public Complaints Commission"** means the Commission as defined in the Royal Canadian Mounted Police Act (Canada);

v) **"RCMP"** means the police force for Canada continued under the Royal Canadian Mounted Police Act (Canada), and known as the Royal Canadian Mounted Police;

w) **"RCMP First Nations Community Policing Service"** means the aggregate of the full and/or part time resources, Members and Support Staff employed by Canada to provide policing services to First Nations Communities but does not include those full and/or part time resources, Members and Support Staff employed in:

(i) policing services of a national or international nature, such as forensic laboratories, the Canadian Police Information System, identification services and the Canadian Police College;

(ii) national security investigation services;

(iii) protective security such as security at embassies and airports, and security for internationally protected persons;

(iv) services provided to or on behalf of federal government departments; and

(v) the Provincial Police Service or a Municipal Police Service;

x) **"Salary"** includes Pension Contributions and employer's unemployment insurance contributions;

y) **"Solicitor General"** means the Solicitor General of Canada;

z) **"Support Staff"** means all those persons who are employed by Canada in the Province as public service and casual employees in support of the RCMP First Nations Community Policing Service and who are not Members.

1.2 The singular number includes the plural and the plural number includes the singular where such is consistent with the context.

ARTICLE 2.0: APPLICATION

2.1 This Agreement applies to the provision of policing services to First Nations Communities through the RCMP First Nations Community Policing Service pursuant to Community Tripartite Agreements.

2.2 Canada shall, subject to and in accordance with the terms and conditions of this Agreement, provide and maintain a RCMP First Nations Community Policing Service within the Province during the term of this Agreement.

2.3 Canada is hereby authorized by the Province to carry out the powers and duties of the provincial police force for the purpose of providing the RCMP First Nations Community Policing Service in accordance with this Agreement.

ARTICLE 3.0: SCHEDULES

3.1 The following Schedules are hereby incorporated into and constitute part of this Agreement:

(a) Schedule "A" - The Fiscal Year budget projection, including the detachment and First Nation Communities served by the RCMP First Nations Community Policing Service, the number of members and support staff as adjusted from time to time in accordance with Article 17; and

(b) Schedule "B" - Community Tripartite Agreements as may be entered into from time to time by Canada, the Province and First Nations Communities and which will be substantially in accordance with the sample Agreement attached hereto at Schedule C.

3.2 As and when Community Tripartite Agreements are entered into, original signed copies of those Community Tripartite Agreements shall be attached hereto and shall, from the date of the Community Tripartite Agreement be constituted as part of Schedule "B".

ARTICLE 4.0: SUBJECT MATTER

4.1 Those Members who form part of the RCMP First Nations Community Policing Service shall:

a) perform the duties of peace officers; and

b) render such services as are necessary to:

i) preserve the peace, protect life and property, prevent crime and offences against the laws of Canada and the Province, apprehend criminals, offenders and others who may be lawfully taken into custody; and

ii) execute all warrants and perform all duties and services in relation thereto that may, under the laws of Canada or the Province, be executed and performed by peace officers.

4.2 The RCMP First Nations Community Policing Service shall not be required to perform any duties or provide any services which are not appropriate to the effective and efficient delivery of police services in the Province.

ARTICLE 5.0: MANAGEMENT OF THE RCMP FIRST NATIONS COMMUNITY POLICING SERVICE

5.1 The internal management of the RCMP First Nations Community Policing Service, including its administration and the determination and application of professional police procedures, shall remain under the control of Canada.

5.2 The minimum standard of policing by the RCMP First Nations Community Policing Service shall meet the standard as determined by the Commissioner in consultation with the Minister.

5.3 The level of policing service by the RCMP First Nations Community Policing Service shall meet the level mutually agreed upon by the Solicitor General, the Minister and the Band Council of a First Nation Community in consultation with the Commissioner but shall not be inconsistent with the level of policing service as determined by the Minister for the Provincial Police Service.

5.4 The level of policing service as agreed upon between the parties under subarticle 5.3 shall not be less than the minimum standard as determined under subarticle 5.2.

5.5 Nothing in this Agreement shall be interpreted as limiting in any way the jurisdiction of the Province in respect of the administration of justice and law enforcement in the Province.

ARTICLE 6.0: ROLES AND RESPONSIBILITIES OF CANADA

6.1 Canada shall:

a) subject to appropriation by Parliament and subject to any other terms of this Agreement, provide in respect to each Fiscal Year 52% of the Actual Costs of the RCMP First Nations Community Policing Service up to the amount set out in the total budget projection in Schedule "A";

b) in the provision of the administrative support for the RCMP First Nations Community Policing Service, coordinate the financial and administrative arrangements as set out in this Agreement;

c) participate in any negotiations involving the Province and First Nations Communities regarding the development of Community Tripartite Agreements for the delivery of policing services for First Nations Communities through the RCMP First Nations Community Policing Service;

d) increase the number of Members and Support Staff of the RCMP First Nations Community Policing Service as soon as practicable within one year from the agreement of the parties to a Community Tripartite Agreement;

e) reduce the number of Members and Support Staff of the RCMP First Nations Community Policing Service as soon as practicable within one year:

(i) of receipt of a notification to terminate a Community Tripartite Agreement, or

(ii) from the execution of an agreement of the parties to a Community Tripartite Agreement to reduce the number of Members and Support Staff of the RCMP First Nations Community Policing Service; and

f) ensure that the Province's contribution to the provision of the policing services for First Nations Communities in the Province through the RCMP First Nations Community Policing Service is acknowledged at the same time and to the same extent as the contribution of Canada in any materials or communications intended for the public or for concerned individuals or groups, including press releases, published reports, radio and television programs and public meetings.

ARTICLE 7.0: ROLES AND RESPONSIBILITIES OF THE PROVINCE

7.1 The Province shall:

a) subject to appropriation by the Legislature and subject to any other terms of this Agreement, provide to Canada, during the term of this Agreement and in respect to each Fiscal Year 48% of the Actual Costs of the RCMP First Nations Community Policing Service up to the amount set out in the total budget projection in Schedule "A";

b) in consultation with Canada, take such steps as may reasonably be necessary to inform First Nations Communities of the availability of the RCMP First Nations Community Policing Service;

c) participate in any negotiations involving Canada and First Nations Communities regarding the development of Community Tripartite Agreements for the delivery of policing services for First Nations Communities through the RCMP First Nations Community Policing Service; and

d) ensure that Canada's contribution to the provision of policing services for First Nations Communities in the Province through the RCMP First Nations Community Policing Service is acknowledged at the same time and to the same extent as the contribution of the Province in any materials or communications intended for the public or for concerned individuals or groups, including press releases, published reports, radio and television programs and public meetings.

ARTICLE 8.0: ROLES AND RESPONSIBILITIES OF A BAND COUNCIL

8.1 The Band Council of a First Nations Community or its designated representative may pursuant to the provisions of a Community Tripartite Agreement:

a) set objectives, priorities and goals of the RCMP First Nations Community Policing Service for that community that are not inconsistent with those of the Minister for the Provincial Police Service;

b) assist in the identification and implementation of community oriented policing initiatives; and

c) bring policing concerns of the First Nation Community to the attention of the commander of the RCMP Detachment responsible for providing policing for that First Nation Community.

ARTICLE 9.0: ROLES AND RESPONSIBILITIES OF THE RCMP

9.1 The Commissioner shall:

a) provide financial and administrative services for the day-to-day operations of the RCMP First Nations Community Policing Service;

b) recruit, train, assign and supervise RCMP First Nations Community Policing Service Members to provide policing services for First Nations Communities as set out in Schedule "A";

c) ensure that RCMP First Nation Community Policing Service Members deployed full or part time in the RCMP First Nations Community Policing Service will devote all of their on duty time as a Member of the RCMP First Nations Community Policing Service to the policing needs of First Nations Communities and that at least 80% of this time shall be spent within the First Nations Territory's boundaries;

d) provide to the Band Council of each First Nation Community, or its designated representative, individual regular status reports as well as special reports as may appropriately be requested by the Band Council on policing services provided for the community;

e) provide the Solicitor General and the Minister with an annual report on the RCMP First Nations Community Policing Service in the Province prior to July 31 of each fiscal year, which will include a detailed accounting of all expenditures for the RCMP First Nations Community Policing Service for the previous Fiscal Year, together with explanations of all variances from the estimated direct and indirect costs, the direct cost budget and actual expenditures and such information as the Solicitor General directs; and

f) upon receiving reasonable notice, provide the Minister with any additional information relating to the financial implications of the RCMP First Nations Community Policing Service, including the results of any internal audit conducted by the RCMP.

9.2 The Commanding Officer shall for the purposes of this Agreement:

a) act under the direction of the Minister in aiding the administration of justice in the Province and in carrying into effect the laws in force therein;

b) implement the objectives, priorities, and goals as determined by the Minister pursuant to the Provincial Police Service Agreement and the objectives, priorities and goals of the First Nations Community as determined pursuant to paragraph 8.1(a);

c) consult with the Minister on a regular basis to provide information pertaining to the operational and administrative status of the RCMP First Nations Community Policing Service; such consultation shall occur as and when required but in no case on less than a quarterly basis and with respect to the financial reporting required by paragraph 9.2(f) on a monthly basis;

d) provide the Minister with an annual report, by July 1 of each year, on the status of the implementation of the objectives, priorities and goals of policing as they apply to the RCMP First Nations Community Policing Service within the Province during the previous Fiscal Year;

e) provide the Minister each month with the particulars of any new or outstanding complaints made against the RCMP First Nations Community Policing Service within the Province by any member of the public to the RCMP; the form and substance of the particulars shall be agreed upon by the Commanding Officer and the Minister;

f) in each Fiscal Year, commencing in July and monthly thereafter, provide the details of the year-to-date expenditures to the Minister in a mutually agreeable format, together with explanations of future significant expenditures that are occurring or likely to occur; and

g) at the beginning of each Fiscal Year, provide the Minister with a schedule of each item of equipment purchased over $100,000, including its condition and any forecasted requirements for major repairs or replacement of such items.

ARTICLE 10.0: BASIS OF ACTUAL COST CALCULATIONS

10.1 Actual Costs referred to in this Agreement shall include the following eligible expenditures made by the RCMP in each fiscal year:

a) the direct cost of the RCMP First Nations Community Policing Service in the Province including:

i) all operation and maintenance costs such as salaries and wages, transportation and travel, information, professional services, rentals, repairs, utilities and supplies and miscellaneous operational expenses as established by the RCMP Expenditure Coding Dictionary; and

ii) all costs of equipment purchased except where such cost is $100,000 or more per item and where the Minister has requested that such cost be amortized;

b) the indirect cost of the RCMP First Nations Community Policing Service, including:

i) the cost to Canada of Pension Contributions in respect of Members and federal public service employees, as determined in accordance with the provisions of article 10.3.(b)(i) of the Provincial Police Service Agreement;

ii) the full cost to Canada of employer's contributions for unemployment insurance in respect of Members and federal public service employees;

iii) the cost of the divisional headquarters administration, calculated by dividing the total cost of such administration by the average number of Members in the Division for the Fiscal Year (excluding Members who are assigned to divisional administration) and multiplying the result by the average number of Members employed in the RCMP First Nations Community Policing Service;

iv) for the Fiscal Year beginning April 1, 1994 and for subsequent Fiscal Years, the cost of recruit training shall be the product obtained by multiplying $3500.00 by the average number of members employed in the RCMP First Nations Community Police Service in the Province for the Fiscal Year;

v) the cost of the Police Information Retrieval System, calculated by multiplying the number of Members employed in the RCMP First Nations Community Policing Service in the Province who have access to the system by the amount of the fee set out in the Royal Canadian Mounted Police, Police Information Retrieval System Fees Order, as amended from time to time;

vi) the cost of accommodation owned by Canada for use by the RCMP First Nations Community Policing Service in the Province for which the RCMP does not pay rent shall be determined by multiplying the amount of the gross space on April 1 for the Fiscal Year by the rate of $10.00 per square foot ($107.64 per square meter); such space shall not include the following:

i) separate living quarters;

ii) any buildings or parts thereof occupied exclusively by the RCMP for any purpose other than the RCMP First Nations Community Policing Service; and

iii) those parts of the divisional headquarters administration buildings that are not occupied by the RCMP First Nations Community Policing Service determined on a proportional basis relative to the total occupancy of the buildings;

vii) where requested by the Minister, an amount equivalent to the straight line amortization of the capital cost of any item of equipment costing $100,000 or more per item over the estimated life of the equipment, but not exceeding 10 years, together with interest at 10 per cent per annum on the unpaid balance; for greater certainty, it is agreed that such items of equipment include aircraft, vessels, telecommunications systems, identification systems and such other items as may be agreed upon between the Minister and the Commissioner;

viii) the cost to Canada of operating the External Review Committee and the Public Complaints Commission, determined by dividing the total such cost by the average number of Members in Canada for the Fiscal Year and multiplying by the average number of Members employed in the RCMP First Nations Community Policing Service for the Fiscal Year;

ix) the cost of Program Administrators for the RCMP First Nations Community Policing Service in the Province as identified in Schedule "A"; and

x) the cost of Support Staff;

c) the cost of the RCMP First Nations Community Policing Service in the Province shall not include:

i) the cost of construction of any buildings;

ii) the cost of interdivisional transfers of personnel or equipment;

iii) the costs of any civil action, compensation claim, ex gratia payment or claim for legal fees; and

iv) the costs of the Corps of Commissionaires employed primarily in the protection of federal buildings.

10.2 For the purposes of determining Actual Costs pursuant to this Article, any Member of the RCMP First Nations Community Policing Service who is on:

a) sick leave or suspended for more than 30 consecutive days;

b) parental leave;

c) a training course not related to the RCMP First Nations Community Policing Service; or

d) pension retirement leave,

shall be deemed not to be in the RCMP First Nations Community Policing Service and the costs relating thereto shall be allocated to divisional administration.

10.3 There shall be deducted from the cost payable by the Province and the Solicitor General in respect of the RCMP First Nations Community Policing Service:

a) any refunds or reimbursements subsequently obtained by Canada with respect to any expenses that were paid by the Province as a direct cost;

b) the revenue received from leased accommodations and quarters deductions from RCMP First Nations Community Policing Service employees;

c) the respective cost sharing percentages of any amount received by Canada from the sale, transfer out of the RCMP First Nations Community Policing Service or other disposition of any equipment that cost less than $100,000 and that was purchased for use in the RCMP First Nations Community Policing Service.

10.4 There shall be deducted from the cost payable by the Solicitor General to the RCMP in respect of the RCMP First Nations Community Policing Service, 52 percent of the cost of accommodation for use by the RCMP First Nations Community Policing Service for which the RCMP does not pay rent where such accommodation is the product of capital construction funding contributed by the Solicitor General specifically for the RCMP First Nations Community Policing Service.

10.5 In respect of the RCMP First Nations Community Policing Service, except where the services are paid by Health and Welfare Canada, the Province shall pay Canada 100 percent of all of the following costs:

a) hospitalization, medical examination or treatment, including mental health examination or treatment, for any person in the custody of the RCMP except where such costs have been incurred in the obtaining of evidence;

b) witness fees, transportation, maintenance and escort costs for persons (except for Members and Support Staff) required as witnesses in criminal and civil proceedings and proceedings under provincial laws; and

c) conveyance by a third party that is obtained by a Member of the First Nations Community Policing Service for a disabled, injured, ill or deceased person where the cost of the service is not paid by or on behalf of the person or their estate.

10.6 a) In the event that any member employed in the RCMP First Nations Community Policing Service receives the benefit of any statutory defence, such as that provided by the Police Act (Nova Scotia), to any claim or action and in connection therewith the Province may be or may become liable for any of the payments contemplated by subparagraph 10.1(c)(iii), Canada shall indemnify and hold harmless the Province with respect to any such claims or actions; Canada shall assume the conduct and the carriage of any proceedings relating to such claim.

b) The Province shall promptly notify Canada of any claim or action referred to in paragraph (a).

c) If the Province should compromise or settle any such claim or action without the consent of Canada, Canada shall not be liable to indemnify or save harmless the Province.

10.7 Notwithstanding the provisions of subparagraphs 10.1 a)i) and 10.1 b)vii) of this Agreement, where a Community Tripartite Agreement comes into force during the term of this Agreement, the parties to the Community Tripartite Agreement may enter into different arrangements regarding eligible expenditures for accommodation, site preparation and living quarters for the purposes of the RCMP First Nations Community Policing Services provided under the Community Tripartite Agreement.

ARTICLE 11.0: EQUIPMENT

11.1 Canada shall supply to the RCMP First Nations Community Policing Service equipment of a standard and quantity that is necessary to carry out its responsibilities under this Agreement.

11.2 Canada, in procuring such equipment, shall do so in accordance with its own procurement practices and procedures, directives of the Treasury Board of Canada and the Government Contract Regulations.

11.3 Where any item of equipment that was purchased at any time by Canada at a cost of $100,000 or more for the RCMP First Nations Community Policing Service is lost, damaged, destroyed or removed from the RCMP First Nations Community Policing Service, the accountability for that item shall be dealt with in accordance with the following provisions:

a) where the Province and the Solicitor General paid for the item in full at the applicable cost-sharing ratio in the year of acquisition, the Province and the Solicitor General shall be credited their respective cost sharing percentages of the market value, if any, determined as of the time immediately preceding the loss, damage, destruction or removal;

b) where the Province or the Solicitor General has not yet paid its full share of the purchase cost of the item, the Province and the Solicitor General shall be credited their respective cost sharing percentages of the amount by which the market value, if any, exceeds the aggregate amount, exclusive of interest, that the Province had paid up to the time of loss, damage, destruction or removal; and

c) if any item of equipment is subject to amortization in accordance with subparagraph 10.1(b)(viii), the payments shall cease in the Fiscal Year when the item was lost, damaged, destroyed or removed.

ARTICLE 12.0: TRANSFER OF OWNERSHIP OF EQUIPMENT AND ASSETS

12.1 In the event of the expiry or termination of this Agreement:

a) the ownership of any item of equipment that was purchased by Canada for the RCMP First Nations Community Policing Service shall, at the option of the Province,

i) be transferred to the Province upon payment to Canada of an amount equal to the amount that the current market value exceeds the amount, exclusive of interest, already paid to Canada by the Province for that item of equipment; or

ii) remain vested in Canada, in which case Canada shall credit the Province with any amount by which the current market value exceeds the amount that Canada paid for that item of equipment;

b) where any such item of equipment was purchased by Canada prior to the date of this Agreement for the RCMP First Nations Community Policing Service, upon such expiry or termination the Province may, at its option, acquire ownership of the equipment by paying to Canada the fair market value, as determined by an independent appraisal obtained by Canada, at the applicable cost-sharing ratio set out in subarticle 7.1;

c) where any item of equipment that:

i) cost $100,000 or more,

ii) was purchased by Canada at any time for the RCMP First Nations Community Policing Service, and

iii) was sold by Canada or transferred from the RCMP First Nations Community Policing Service,

Canada shall credit the Province and Solicitor General with any amount by which the current market value exceeds the aggregate of payments, exclusive of interest, made by the Province in respect of that item.

12.2 Subject to any necessary approval by the Governor in Council and the Treasury Board of Canada, the ownership of any land and buildings held by Canada for the RCMP First Nations Community Policing Service and no longer required by Canada may, at the option of the Province, be acquired by the Province upon payment by the Province of the fair market value, as determined by an independent appraisal obtained by Canada.

ARTICLE 13.0: JAILS AND LOCK-UPS

13.1 Canada is under no obligation to maintain any jails for prisoners committed to custody for less than two years for an offence committed within the Province against the Criminal Code or the laws of the Province but, where necessary due to remoteness or the absence of an efficient alternative, such prisoners may be held in lock-ups maintained by the RCMP. The number and size of police lock-ups presently maintained by the RCMP will not be reduced without the prior approval of the Minister.

ARTICLE 14.0: METHOD OF PAYMENT

14.1 The RCMP shall carry out ongoing accounting and payments for the operations and maintenance of the RCMP First Nations Community Policing Service.

14.2 The RCMP shall invoice the Province and the Solicitor General respectively for payments quarterly on July 1, October 1, January 1 and March 31 in each Fiscal Year; each invoice shall cover 3/12 of the estimated cost of the RCMP First Nations Community Policing Service for that Fiscal Year.

14.3 Subject to subarticle 14.6, all amounts payable by the Province and the Solicitor General shall be due 60 days from the date of an invoice from the RCMP.

14.4 In the case of amounts payable by the Province, payment shall be made by cheque payable to the Receiver General for Canada and sent to the Commissioner in Ottawa, or as Canada might otherwise direct in writing, by registered mail; where the Commissioner and the Minister agree in writing, payments may be made by any other method.

14.5 In the case of amounts payable by the Solicitor General, all payments shall be made by Interdepartmental Settlement Notice sent to the Commissioner in Ottawa or as directed otherwise by the Commissioner.

14.6 Any deficiency by the Province or the Solicitor General in one Fiscal Year shall be credited or debited, as the case may be, in conjunction with the first invoice of the succeeding Fiscal Year.

14.7 Where a Community Tripartite Agreement comes into force during the term of this Agreement, this Agreement will, for the purposes of the calculation of the shares of the Actual Costs under subarticles 6.1 and 7.1, be deemed to begin on the first day of the Fiscal Year in which the Community Tripartite Agreement comes into force.

ARTICLE 15.0: FINANCIAL PLANNING

15.1 The Commanding Officer shall:

a) consult with the Minister on or before September 1 each year to establish the estimated cost of the RCMP First Nations Community Policing Service in the upcoming Fiscal Year. This consultation shall include advice to the Minister pertaining to the three-year accommodation plans for the RCMP First Nations Community Policing Service and forecasted needs for major repairs and replacement of items of equipment which originally cost $100,000 or more per item. The Commanding Officer shall consult the Minister on:

i) the number of Members and Support Staff required for the RCMP First Nations Community Policing Service in the Province as provided for in the Community Tripartite Agreements which are in force in the Province at the time of the consultation;

ii) any budgetary limits for the RCMP First Nations Community Policing Service being placed upon the RCMP by the Province including any financial restrictions or limitations placed upon the RCMP by the Province and/or Canada as agreed to by the Parties to Community Tripartite Agreements which may from time to time form part of Schedule "B" of this Agreement; and

iii) the basis of payment for any item of equipment costing $100,000 or more per item and obtain the prior approval of the Minister before making any such expense;

b) communicate the results of this consultation with the Minister to the Commissioner, who shall complete a provisional estimate for the next Fiscal Year, including:

i) all direct costs for the requested increases or decreases to the RCMP First Nations Community Policing Service, recognizing any budgetary limits for the RCMP First Nations Community Policing Service imposed by the Province;

ii) an inflation factor for all operational and maintenance costs, excluding salaries, based on the Consumer Price Index for the last twelve month period; and

iii) a best estimate that reflects the most probable adjustments to salaries.

15.2 The Commissioner shall communicate the provisional estimate to the Commanding Officer who shall:

a) ensure that the provisional estimate is in accordance with the results of the consultation with the Minister and consistent with the objectives, priorities and goals set for the RCMP First Nations Community Policing Service; and

b) provide the provisional estimate to the Minister together with all explanations and seek agreement prior to December 31 of each Fiscal Year.

15.3 The Commissioner shall, prior to February 1 of each fiscal year, provide the Solicitor General with the budget projection prepared in accordance with subarticles 15.1 and 15.2 for the next fiscal year covered by this Agreement.

15.4 Where the Solicitor General agrees with the budget projection provided in subarticle 15.3, the budget projection shall be submitted to the Minister prior to March 1 of the fiscal year for which the budget projection pertains.

15.5 Where the Minister agrees with the budget projection provided by the Solicitor General in subarticle 15.4, Schedule "A" shall be amended pursuant to Article 17 to reflect the costs agreed upon for that fiscal year.

15.6 Where the Commissioner seeks to amend the budget projection during the fiscal year, he shall provide an amended budget projection, with explanations, to the Solicitor General.

15.7 Where the Solicitor General agrees with the amended budget projection provided in subarticle 15.6, the amended budget projection shall be submitted to the Minister without delay.

15.8 Where the Minister agrees with the amended budget projection provided in subarticle 15.7, Schedule "A" shall be amended pursuant to Article 17 for that fiscal year.

15.9 At any time after the date of this Agreement, the Minister may offer accommodation supplied by the Province for use by the RCMP First Nations Community Policing Service. The RCMP First Nations Community Policing Service shall not be obliged to use such accommodation unless it conforms to RCMP operational requirements and building standards in its design, space, construction and maintenance. The rent for such accommodation shall be the same amount and determined in the same manner as referred to in subparagraph 10 (b)(vii).

ARTICLE 16.0: AMENDMENT

16.1 This Agreement may be amended at any time by the written agreement of Canada and the Province.

ARTICLE 17.0: TERM OF AGREEMENT

17.1 Notwithstanding the date on which this Agreement was executed and subject to subarticle 18.4, this Agreement shall come into force on April 1, 1994 and shall continue in force until March 31, 1998.

17.2 On or after March 31, 1997 and prior to the expiry of this Agreement, this Agreement may be renewed for an additional period upon terms that are agreed to by the parties.

17.3 Upon the written agreement of Canada and the Province the provisions of this Agreement will remain in force pending its renewal, extension or renegotiation.

17.4 This Agreement may be terminated on March 31 in any year by either party giving the other party notice of such termination 12 months prior to the date of the intended termination.

ARTICLE 18.0: DISPUTES

18.1 Any new issue, matter of general concern or dispute arising under this Agreement, including Schedule "A" shall be a matter for consultation and resolution between the Solicitor General and the Minister in such manner as they shall see fit, however they shall endeavour to resolve such issues prior to June 30 of the Fiscal Year.

18.2 Any new issue, matter of general concern or dispute arising from Schedule "B" of this agreement shall be a matter for consultation and resolution among the parties to the particular Community Tripartite Agreement in a manner as they shall see fit.

ARTICLE 19.0: NOTICE

19.1 Any notice that is required or permitted under this Agreement, to be given by one party to the other party, shall be given in writing and shall be communicated as follows:

a) to Canada, by registered mail, addressed to the Solicitor General at Ottawa, Ontario; and

b) to the Province, by registered mail, addressed to the Minister, by official title, at Halifax, Nova Scotia.

ARTICLE 20.0: MEMBERS OF THE HOUSE OF COMMONS AND SENATE

20.1 No member of the House of Commons or Senate shall be admitted to any share or part of this Agreement or to any benefits to arise there from.

IN WITNESS WHEREOF the Honourable Herb Gray, P.C., Solicitor General of Canada, has hereunto set his hand on behalf of Canada and the Honourable John Savage, Minister of Aboriginal Affairs and the Honourable William Gillis, Minister of Justice and Attorney General of Nova Scotia have hereunto set their hands on behalf of the Province.

SIGNED on behalf of Canada
by the Honourable Herb Gray, P.C., M.P.
Solicitor General of Canada,
in the presence of

Solicitor General of Canada

SIGNED on behalf of the Province
by the Honourable John Savage,
Minister responsible for Aboriginal Affairs
and the Honourable William Gillis,
Minister of Justice and Attorney General of Nova Scotia,
in the presence of

Minister responsible for Aboriginal Affairs
for Nova Scotia

Minister of Justice and Attorney General
of Nova Scotia

SCHEDULE A

BUDGET PROJECTION FOR THE RCMP FIRST NATIONS COMMUNITY POLICING SERVICE IN THE PROVINCE TO PARTICIPATING FIRST NATIONS COMMUNITIES
1994 - 1995

DETACHMENT FIRST NATIONS COMMUNITY	COMPLEMENT	BUDGET
"H" Division H.Q.		
Program Administrators	1.5	$150,000
BUDGET PROJECTION		**$150,000**

SCHEDULE "B"

COMMUNITY TRIPARTITE AGREEMENTS

Index

SCHEDULE "C"

GENERIC AGREEMENT FOR RCMP-FNCPS CTA FOR NOVA SCOTIA

AGREEMENT BETWEEN

CANADA - NOVA SCOTIA

AND THE

_____ FIRST NATION(S)

FOR THE

ROYAL CANADIAN MOUNTED POLICE -

FIRST NATIONS COMMUNITY POLICING SERVICE

THIS AGREEMENT MADE THE _____ DAY OF _____, 1994

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY THE SOLICITOR GENERAL OF CANADA

(hereinafter referred to as "Canada")

of the first part

- AND -

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF NOVA SCOTIA AS REPRESENTED BY THE MINISTER RESPONSIBLE FOR ABORIGINAL AFFAIRS AND BY THE MINISTER OF JUSTICE AND ATTORNEY GENERAL OF NOVA SCOTIA

(hereinafter referred to as the "Province")

of the second part

- AND -

THE _____ FIRST NATION, AS REPRESENTED BY ITS CHIEF AND COUNCIL

(hereinafter referred to as the "_____ First Nation")

OR (IN THE CASE OF A TRIBAL COUNCIL)

THE _____ TRIBAL COUNCIL, ACTING ON BEHALF OF THE BANDS AND COUNCILS OF _____, AS REPRESENTED BY THEIR CHIEFS AND COUNCILS

(hereinafter referred to as the "_____ First Nations" (or Tribal Council))

of the third part

WHEREAS the Parties wish to cooperate in the provision of effective, efficient, professional and culturally responsive policing services within the _____ First Nation(s) Territory consistent with the needs of _____ First Nation(s), the federal First Nations Policing Policy, the Commissioner's formal statement on RCMP community policing and the Province's policy for First Nations policing;

WHEREAS the Parties recognize that _____ First Nation(s) has (have) a role in the determination of the level and quality of the policing services which it (they) receive(s) and that a tripartite agreement will give concrete expression to this role;

WHEREAS the Parties recognize that the policing services provided through the RCMP First Nations Community Policing Service include the enforcement of the applicable federal and provincial statutes and certain Band by-laws specified in this Agreement, the prevention of crime and the maintenance of order;

WHEREAS the Parties recognize that nothing in this Agreement shall abrogate or derogate from any Aboriginal, treaty, constitutional or other rights which have accrued or may accrue to any of the Parties;

AND WHEREAS the Parties wish to, subject to and in accordance with the terms of this Agreement, enter into this Agreement to enable peace officers deployed under the RCMP First Nations Community Policing Service to provide policing services for the _____First Nation(s).

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

SECTION 1: DEFINITIONS

1.1 For the purposes of this Agreement, each of the following terms shall, unless the context otherwise requires, have the meaning set out beside it.

"Actual Costs" means those direct and indirect costs, as described in article 10 of the Framework Agreement entered into between Canada and the Province on _____ , incurred by the RCMP in providing policing services to First Nation communities through the RCMP First Nation Community Policing Services during the term of this Agreement;

"Band Council(s)" means the Band Council(s) of the_____;

"By-Law" means the by-laws enacted by the Band Council(s) of _____ First Nation(s) pursuant to the Indian Act, R.S.C. 1985, c. I-5;

"Commander" means the RCMP Member in charge of the_____ Detachment, who manages the physical, financial and human resources of the Detachment;

"Commanding Officer" means the officer of the RCMP, resident in the Province, appointed by the Commissioner to command the Division;

"Commissioner" means the Commissioner of the Royal Canadian Mounted Police;

"**Community Consultative Group**" means the group established under section___ of this Agreement;

"**_____ Detachment**" means the organizational component of the sub-division or division of the RCMP which is assigned the prime responsibility for the provision of police services within the _____ First Nation(s) and that has prescribed territorial boundaries (and includes _____);

"**Division**" means the organizational component of the RCMP that is responsible for law enforcement and the prevention of crime in the Province;

"**_____First Nation(s)**" means the_____ Band number ___, which has (have) been established pursuant to the Indian Act;

"**_____ First Nation(s) Territory**" means the _____Reserve number___, which is a (are) "reserve(s)" as defined in subsection 2(1) of the Indian Act;

"**First Nations Policing Policy**" means the federal First Nations Policing Policy announced by the Solicitor General of Canada and the Minister of Indian Affairs and Northern Development on June 27, 1991;

"**Member**" means any member of the RCMP appointed pursuant to the Royal Canadian Mounted Police Act, and any regulations made pursuant thereto and without limitation includes any regular member, special constable, special constable member, and civilian so appointed;

"**Minister**" means the Minister of the Province of Nova Scotia responsible for policing services in the Province;

"**Province**" means the Province of Nova Scotia;

"**RCMP**" means the police force for Canada continued under the Royal Canadian Mounted Police Act, and known as the Royal Canadian Mounted Police;

1.2 The singular number includes the plural and the plural number includes the singular where such is consistent with the context.

SECTION 2: APPLICATION

2.1 This Agreement applies to the provision of policing services for the _____ First Nation(s) (and the establishment of the _____ RCMP First Nations Community Police Service(s)) and forms part of Schedule "B" to the Framework Agreement between Canada and the Province regarding the provision of the RCMP First Nations Community Policing Service in the Province.

2.2 This Agreement is made pursuant to the Framework Agreement for the RCMP First Nations Community Policing Service entered into between Canada and the Province on _____ (hereinafter referred to as the "Framework Agreement"). Unless this Agreement expressly makes arrangements otherwise, all the provisions of the Framework Agreement apply to this Agreement.

SECTION 3: TERM OF AGREEMENT

3.1 Notwithstanding the date on which this Agreement is executed, this Agreement comes into force on _____ and continues in force until _____, unless it is terminated pursuant to section ___ of this Agreement.

3.2 Upon the written agreement of the Parties, the provisions of this Agreement will remain in force pending its renewal, extension or renegotiation.

SECTION 4: ROLE AND RESPONSIBILITIES OF CANADA

4.1 Subject to appropriation by Parliament, Canada agrees to provide to the RCMP 52% of the Actual Costs of a complement of _____ Member(s) of the RCMP First Nations Community Policing Service for the _____ First Nation(s) (and the provision of the _ ____ RCMP First Nations Community Police Service(s)) in accordance with the terms and conditions set out in the Framework Agreement.

SECTION 5: ROLE AND RESPONSIBILITIES OF THE PROVINCE

5.1 Subject to appropriation by the Legislature, the Province agrees to provide to Canada 48% of the Actual Costs of a complement of _____ Member(s) of the RCMP First Nations Community Policing Service for the _____First Nation(s) (and the provision of the _ _____ RCMP First Nations Community Police Service(s)) in accordance with the terms and conditions set out in the Framework Agreement.

SECTION 6: ROLE AND RESPONSIBILITIES OF _____ BAND COUNCIL(S)

6.1 The Band Council(s) of the _____ First Nation(s) or its (their) designated representative(s) will, pursuant to the provisions of this Agreement:

(a) establish a Community Consultative Group (within sixty (60) days of the signing of this Agreement);

(b) determine the terms of reference of the Community Consultative Group (within sixty (60) days of the signing of this Agreement); and

(c) provide facilities (subject to negotiations).

SECTION 7: COMMUNITY CONSULTATIVE GROUP

7.1 The Community Consultative Group to be established by the _____ First Nation(s) should be representative of the community(ies) and may include participants who are elders, women and youth.

7.2 Consistent with this Agreement, the role and responsibility of the Community Consultive Group will be to:

(a) identify policing issues and concerns to a representative of the RCMP _____ Detachment;

(b) work with the RCMP _____ Detachment in seeking solutions to community issues and concerns; and

(c) work with the RCMP to develop, in consultation with a representative of the RCMP _____ Detachment, the objectives, priorities, goals, strategies and special projects which will assist the community(ies) to address specific community issues and concerns.

7.3 The Community Consultive Group will meet as it deems necessary.

SECTION 8: ROLE AND RESPONSIBILITIES OF THE RCMP

8.1 The RCMP will:

(a) assign _____ Members of the RCMP First Nations Community Policing Service to provide policing services for, or to assist in, the provision of policing services to the _____ First Nation(s) pursuant to this Agreement as soon as practicable within _____ months from the signing of this Agreement;

(b) make best efforts to ensure that Members of the RCMP First Nations Community Policing Service assigned to the _____ First Nation(s) are culturally compatible with the community (or respective communities);

(c) ensure that the process referred to in paragraph 8.1(b) will be consensual and be effected through consultation between the _____ First Nation(s) or its (their respective) delegate(s) and the Commanding Officer of the Division or his or her delegate;

(d) ensure that the Members deployed through the RCMP First Nations Community Policing Service will devote all of their on duty time to the policing needs of the _____ First Nation(s) and that at least 80% of this time shall be spent within the _____ First Nation(s) Territory's boundaries;

(e) ensure that the time spent outside of the _____ First Nation(s) Territory's boundaries by the Members of the RCMP First Nations Community Policing Service will be related to the handling of _____ First Nation(s) policing issues, except where an emergency exists, in which case the duties will be determined by the Commander of _____ Detachment;

(f) ensure that regular status reports detailing the policing services provided for ___ _____ First Nation(s) are supplied on a monthly basis to the Band Council (or respective Band Councils or Tribal Council) of the _____ First Nation(s) or its (their) designated representative(s) and the Community Consultative Group;

(g) ensure that, where it is deemed appropriate, special reports, in addition to the monthly reports, be provided on request, to the Band Council(s) (or Tribal Council) and the Community Consultative Group; and

(h) enforce the by-laws made by the _____ First Nation(s) pursuant to the following sections of the Indian Act R.S.C, 1985, c.I-5:

(i) section 81(1)(b) - the regulation of traffic,

(ii) section 81(1)(c) - the observance of law and order,

(iii) section 81(1)(d) - the prevention of disorderly conduct and nuisances,

(iv) section 81(1)(p) - the removal and punishment of persons trespassing on the reserve or frequenting the reserve for prohibited purposes,

(v) section 85.1(a) - prohibiting the sale, barter, supply or manufacture of intoxicants on the reserve,

(vi) section 85.1(b) - prohibiting any person from being intoxicated on the reserve, or

(vii) section 85.1(c) - prohibiting any person from having intoxicants in his possession on the reserve.

8.2 The RCMP will ensure that Members providing service for the _____ First Nation(s) receive, in a timely manner, training to allow them to meet the needs of this (those) community(ies). Such training may consist of, but not be limited to family violence, substance abuse, suicide prevention and other areas which are consistent with the policing needs of the _____ First Nation(s).

SECTION 9: ROLE AND RESPONSIBILITIES OF THE RCMP FIRST NATIONS COMMUNITY POLICING SERVICE

9.1 The primary responsibility of the Members deployed through the RCMP First Nations Community Policing Service will be to work in cooperation with the _____ First Nation(s) to provide a professional, effective and efficient policing service, in a manner which is responsive and culturally sensitive to that (those) community(ies).

9.2 In addition to the "Role and Responsibilities of the RCMP", as described in Section 8, the Members deployed through the RCMP First Nations Community Policing Service will:

(a) treat all people equally and with respect;

(b) uphold the Canadian Charter of Rights and Freedoms;

(c) serve and protect the community(ies);

(d) work with the community(ies) and other agencies to prevent or resolve problems that affect the community(ies)' safety and quality of life;

(e) establish crime prevention initiatives through community education or assist the community(ies) with similar initiatives in their capacity as members of the RCMP First Nations Community Policing Service;

(f) promote a creative and responsive environment to allow all RCMP Members to deliver community policing services;

(g) enforce the applicable federal and provincial laws and such by-laws referred to in paragraph 8.1(h); and

(h) work with the Community Consultive Group towards the achievement of objectives, priorities, goals, strategies and special projects which will assist the community(ies) to address specific community issues and concerns.

SECTION 10: SPECIAL PROVISIONS

10.1 During the term of this Agreement it shall be acknowledged by the Parties that:

(a) the Members assigned to the _____ First Nation(s) through the RCMP First Nations Community Policing Service may be absent from time to time due to illness, holidays or other duty related requirements, in which case the commander of _____ Detachment will ensure that the policing needs of the community(ies) are met;

(b) the Commander of _____ Detachment has the authority and responsibility for the personnel who provide the policing services for the _____ First Nation(s); and

(c) concerns regarding the day-to-day policing of the community(ies) should be brought to the attention of the Commander of _____ Detachment.

SECTION 11: INDEMNIFICATION

11.1 The _____ First Nation(s) shall indemnify and save harmless Canada and the Province and their respective employees and agents from and against all losses, claims, damages, actions, causes of action, costs and expenses that may arise directly or indirectly out of any act or omission of the Community Consultative Group or its respective members, employees, officers or agents, in the performance of this Agreement. Such indemnity shall survive the Agreement.

11.2 Neither Canada nor the Province shall be responsible for any bodily or personal injury or property damage of any nature whatsoever that may be suffered or sustained by the __ _____ First Nation(s), the Community Consultative Group and their respective members, employees, officers or agents in the performance of this Agreement.

11.3 Canada shall not be held responsible for any incidental, indirect, special or consequential damages or any loss of use, revenue or profit arising out of or in any way related to this Agreement.

SECTION 12: AMENDMENT

12.1 This Agreement may be amended from time to time by written agreement of all Parties.

SECTION 13: TERMINATION

13.1 Any of the Parties may terminate this Agreement with regard to the RCMP First Nations Community Policing Service by giving the other Parties twelve (12) months notice in writing.

SECTION 14: NOTICES

14.1 Any notice or other document required or permitted to be given by one Party to the other Party under this Agreement will be in writing and shall be communicated by registered mail addressed to:

(a) Canada:

Solicitor General Canada
Aboriginal Policing Directorate
340 Laurier Avenue West, 11th floor
Ottawa, Ontario
K1A 0P8
Fax: 613-991-0961

(b) the Province:

Minister
Halifax, Nova Scotia
Fax: _____

(c) _____ First Nation(s):

_____
Fax: 604-_____

SECTION 15: SAVING PROVISION

15.1 Nothing in this Agreement is in any way intended to replace or amend any obligation that either Party is bound by or required to perform by operation of law.

15.2 Nothing in this Agreement shall abrogate or derogate from any Aboriginal, treaty, constitutional or other rights which have accrued or may accrue to any of the Parties.

SECTION 16: DISPUTES

16.1 Any new issue, matter of general concern or dispute arising under this Agreement shall be a matter for consultation and resolution between the Solicitor General , the Minister and the _____ First Nation(s) in such manner as they shall see fit.

IN WITNESS WHEREOF the Parties have executed this Agreement as of the day and year first written above.

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

_____
Solicitor General of Canada

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF NOVA SCOTIA

_____
Minister Responsible for Aboriginal Affairs

_____
Minister of Justice and Attorney General of Nova Scotia

THE _____ FIRST NATION(S):

_____
The Chief of the _____ Band

ROYAL CANADIAN MOUNTED POLICE AS REPRESENTED BY THE COMMISSIONER

_____
Commissioner

SECTION 2

AGREEMENT BETWEEN

CANADA - SASKATCHEWAN

AND THE

WATERHEN LAKE FIRST NATION

FOR THE

ROYAL CANADIAN MOUNTED POLICE -

FIRST NATIONS COMMUNITY POLICING SERVICE

THIS AGREEMENT MADE THE 1st DAY OF February, 1995

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED
BY THE SOLICITOR GENERAL OF CANADA
(hereinafter referred to as "Canada")

of the first part

- AND -

HER MAJESTY THE QUEEN IN RIGHT OF
THE PROVINCE OF SASKATCHEWAN
AS REPRESENTED BY THE MINISTER OF JUSTICE OF SASKATCHEWAN
(hereinafter referred to as the "Province")

of the second part

- AND -

THE WATERHEN LAKE FIRST NATION, AS REPRESENTED BY ITS CHIEF
(herein referred to as the "Waterhen Lake First Nation")

of the third part

WHEREAS the Parties wish to cooperate in the provision of effective, efficient, professional and culturally responsive policing services within the Waterhen Lake First Nation Territory consistent with the needs of the Waterhen Lake First Nation, the First Nations Policing Policy, the Commissioner's formal statement on RCMP community policing, RCMP service standards and the Province's policy for First Nations Policing;

WHEREAS the Parties recognize the shared responsibilities to maintain peace and good order in First Nations Territories, and that the Waterhen Lake First Nation has a role in the determination of the level and quality of the policing services which they receive and that a tripartite agreement will give concrete expression to this role;

WHEREAS the Parties recognize that the policing services provided through the RCMP First Nations Community Policing Service include the enforcement of the applicable federal and provincial statutes as well as applicable present or future Band by-laws enacted pursuant to the Indian Act, R.S.C., 1985, c.I-5 for any of the purposes specified in this Agreement, the prevention of crime and the maintenance of order;

"**Commissioner**" means the Commissioner of the Royal Canadian Mounted Police;

"**Division**" means the organizational component of the RCMP that is responsible for law enforcement and the prevention of crime in the Province;

"**First Nations Policing Policy**" means the federal First Nations Policing Policy announced by the Solicitor General of Canada and the Minister of Indian Affairs and Northern Development on June 27, 1991;

"**Fiscal Year**" means the twelve month period beginning on April 1 in any year and ending on March 31 in the next year;

"**Meadow Lake Detachment**" means the organizational component of the sub-division or division of the RCMP which is assigned responsibility, for the provision of police services within the Waterhen Lake First Nation and that has prescribed territorial boundaries and includes the Waterhen RCMP First Nation Community Police Service;

"**Member**" means any member of the RCMP appointed pursuant to the Royal Canadian Mounted Police Act and any regulations made pursuant thereto and without limitation includes any regular member, special constable, special constable member, and civilian so appointed;

"**Minister**" means the Minister of the Province of Saskatchewan responsible for policing services in the Province;

"**Parties**" means Canada, the Province and the Waterhen Lake First Nation;

"**Police Management Board**" means the group established under section 7 of this Agreement;

"**Province**" means the Province of Saskatchewan;

"**RCMP**" means the police force for Canada continued under the Royal Canadian Mounted Police Act, and known as the Royal Canadian Mounted Police;

"**Waterhen Lake First Nation**" means the Waterhen Lake Band number 402 which has been established pursuant to the Indian Act;

"**Waterhen Lake First Nation Territory**" means the Waterhen Reserve number 130 which is a "reserve" as defined in subsection 2(1) of the Indian Act.

1.2 The singular number includes the plural and the plural number includes the singular where such is consistent with the context.

SECTION 2: APPLICATION

2.1 This Agreement applies to the provision of policing services for Waterhen Lake First Nation and the establishment of the Waterhen Lake RCMP First Nation Community Police Service and forms part of Schedule "B" to the Framework Agreement between Canada, the Province and the Federation of Saskatchewan Indian Nations regarding the provision of the RCMP First Nations Community Policing Service in the Province.

2.2 This Agreement is made pursuant to the Framework Agreement for the RCMP First Nations Community Policing Service entered into between Canada, the Province and the Federation of Saskatchewan Indian Nations on May 18, 1993 (hereinafter referred to as the "Framework Agreement"). Unless this Agreement expressly makes arrangements otherwise, all the provisions of the Framework Agreement apply to this Agreement.

SECTION 3: TERM OF AGREEMENT

3.1 Notwithstanding the date on which this Agreement is executed, this Agreement comes into force on July 1, 1994 and continues in force until March 31, 1997, unless it is terminated pursuant to section 14 of this Agreement.

3.2 Upon the written agreement of the Parties, the provisions of this Agreement will remain in force pending its renewal, extension or renegotiation.

SECTION 4: ROLE AND RESPONSIBILITIES OF CANADA

4.1 Subject to appropriation by Parliament, Canada agrees to provide to the RCMP 52% of the Actual Costs of a complement of 1.5 Members of the RCMP First Nations Community Policing Service for the Waterhen Lake First Nation and the provision of the Waterhen Lake RCMP First Nation Community Policing Service in accordance with the terms and conditions set out in the Framework Agreement.

4.2 In addition to the Actual Costs set out in subsection 4.1 and subject to appropriation by Parliament, Canada agrees to provide to the Waterhen Lake First Nation:

(a) on April 1 of each Fiscal Year, an amount not to exceed $1,664 in each Fiscal Year for the costs of the Police Management Board described in section 7; this amount represents 52% of the estimated annual costs of the Police Management Board and includes the honorarium, travel costs and liability insurance of its members as referred to in Sections 12.4 and 12.5; and

(b) on April 1 of each Fiscal Year, an amount not to exceed $7,800 in each Fiscal Year for the costs of the Community Support Services described in section 8; this amount represents 52% of the estimated annual costs of the Community Support Services and includes $1,000 per month for the salaries or honorarium of its members and $3,000 per year in travel costs.

SECTION 5: ROLE AND RESPONSIBILITIES OF THE PROVINCE

5.1 Subject to appropriation by the Legislature, the Province agrees to provide to the RCMP 48% of the Actual Costs of a complement of 1.5 Members of the RCMP First Nations Community Policing Service for the Waterhen Lake First Nation and the provision of the Waterhen Lake RCMP First Nation Community Police Service in accordance with the terms and conditions set out in the Framework Agreement.

5.2 In addition to the Actual Costs set out in subsection 5.1 and subject to appropriation by the Provincial Legislature, the Province agrees to provide to the Waterhen Lake First Nation:

(a) on April 1 of each Fiscal Year, an amount not to exceed $1,536 in each Fiscal Year for the costs of the Police Management Board described in section 7; this amount represents 48% of the estimated annual costs of the Police Management Board and includes the honorarium, travel costs and liability insurance of its members as referred to in Sections 12.4 and 12.5; and

(b) on April 1 of each Fiscal Year, an amount not to exceed $7,200 in each Fiscal Year for the costs of the Community Support Services described in section 8; this amount represents 48% of the estimated annual costs of the Community Support Services and includes $1,000 per month for the salaries or honorarium of its members and $3,000 per year in travel costs.

5.3 During the term of this Agreement, the Province will provide to the Waterhen Lake First Nation, at the end of each Fiscal Year, copies of the appropriate documents which identify costs billed to Canada and the Province for the policing services provided by the RCMP First Nations Community Policing Service to the Waterhen Lake First Nation.

SECTION 6: ROLE AND RESPONSIBILITIES OF THE WATERHEN LAKE FIRST NATION

6.1 The Waterhen Lake First Nation or its designated representative shall, pursuant to the provisions of this Agreement:

(a) establish a Police Management Board within fifteen (15) days of the signing of this Agreement;

(b) determine the terms of reference of the Police Management Board within fifteen (15) days of the signing of this Agreement;

(c) use the funds provided by Canada and the Province under this Agreement only for the purposes for which they were provided;

(d) maintain financial records with respect to the funds referred to in section 6.1(c) in accordance with generally accepted accounting principles as prescribed in the Canadian Institute of Chartered Accountant's Handbook, and the financial management regulations of the Waterhen Lake First Nation, including proper records of all expenditures made by the Waterhen Lake First Nation and the invoices, receipts and vouchers relating thereto;

(e) on or before May 31 of each Fiscal Year during the term of this Agreement, submit to Canada and the Province, in a form acceptable to Canada and the Province, a financial statement covering the Fiscal Year, showing the complete disposition of the funds for the past Fiscal Year;

(f) upon submission of the financial statement referred to in paragraph (e) and in the event that the monies advanced exceed the eligible costs incurred during the Fiscal Year, return to Canada and the Province, an amount equal to any surplus funds not expended or accounted for at the end of the Fiscal Year unless there is approval in writing by Canada and the Province to retain these funds solely for the purposes for which they were provided; and

6.2 The Waterhen Lake First Nation or its designated representative shall provide facilities that meet the needs of the RCMP First Nations Community Policing Service and that are to the satisfaction of the Commissioner at the following locations and up to the following limits:

(a) at the Waterhen Lake First Nation, police office facilities to a maximum of ~~650~~ 900 square feet; and

(b) at Waterhen Lake First Nation, two(2) residences for the use of the RCMP First Nations Community Policing Service Members.

SECTION 7: POLICE MANAGEMENT BOARD

7.1 The Police Management Board to be established by the Waterhen Lake First Nation should be representative of the community and may include participants who are elders, women, and youth.

7.2 Consistent with this Agreement, the role and responsibilities of the Police Management Board will be to:

(a) identify policing issues and concerns of the community to a representative of the Waterhen Lake RCMP First Nation Community Police Service;

(b) work with the Waterhen Lake RCMP First Nation Community Police Service in seeking solutions to community issues and concerns;

(c) work with the RCMP to develop, in consultation with a representative of the Waterhen Lake RCMP First Nation Community Police Service, the objectives, priorities, goals, strategies and special projects which will assist the community to address specific community issues and concerns; and

(d) identify desirable attributes for Members of the RCMP First Nations Community Policing Service who are to be considered for deployment to the Waterhen Lake RCMP First Nation Community Police Service.

7.3 The Police Management Board shall meet at least once per month during the first year that this Agreement is in effect and at least once every two months during the second and third year of this Agreement.

7.4 The extraordinary costs that the members of the Police Management Board may incur in travelling to necessary meetings, conferences and seminars and that are not covered by the funding provided for in paragraphs 4.2(a) and 5.2(a) of this Agreement will be subject to discussions between the Parties.

7.5 The Police Management Board for the Waterhen Lake First Nation shall consist of no less than four(4) members who shall perform their duties as employees of the Waterhen Lake First Nation.

7.6 The members of the Police Management Board shall receive training and instruction from the Province commensurate with their duties and responsibilities.

SECTION 8: COMMUNITY SUPPORT SERVICES

8.1 The Community Support Services for the RCMP First Nation Community Policing Service will be provided by one(1) or more Elders from the Waterhen Lake First Nation who shall perform their duties as employees of the Waterhen Lake First Nation.

8.2 The Waterhen Lake First Nation agree to supply to the RCMP and the Police Management Board a list of candidates who may be suitable for that function.

8.3 The Elders will be selected by the Police Management Board in consultation with the Commander of the Waterhen Lake RCMP First Nation Community Police Service.

8.4 The Community Support Services will act as a liaison between the community and the Waterhen Lake RCMP First Nation Community Police Service and in so doing, enhance the role of the police in the community. In particular, the Community Support Services will:

(a) provide Members of the Waterhen Lake RCMP First Nation Community Police Service with spiritual and cultural advice on sensitive issues within the community;

(b) identify community resources that may be utilized in handling sensitive community issues; and

(c) facilitate workshops, meetings and discussions that will enhance and encourage the level of communication within the community on police related issues.

8.5 The Community Support Services collectively will perform the duties set out in section 8.4 for a minimum of 20 hours per week.

SECTION 9: ROLE AND RESPONSIBILITIES OF THE RCMP

9.1 The RCMP will:

(a) assign 1.5 Members of the RCMP First Nations Community Policing Service to provide policing services for, or to assist in, the provision of policing services for the Waterhen Lake First Nation pursuant to this Agreement as soon as practicable within three (3) months from the signing of this Agreement;

(b) make best efforts to ensure that Members of the RCMP First Nations Community Policing Service assigned to the Waterhen Lake First Nation are culturally compatible with this community;

(c) ensure that the process referred to in 9.1(b) will be consensual and be effected through consultation between the Police Management Board and the Commanding Officer or his or her designate;

(d) ensure that the Members deployed through the RCMP First Nations Community Policing Service will devote all of their on duty time to the policing needs of the Waterhen Lake First Nation and at least 80% of this time shall be spent within the boundaries of the Waterhen Lake First Nation Territory;

(e) ensure that the time spent outside of the Waterhen Lake First Nation Territory's boundaries by the Members of the RCMP First Nations Community Policing Service will be related to the handling of the Waterhen Lake First Nation policing issues, except where an emergency exists, in which case the duties will be determined by the Commander of the Meadow Lake Detachment;

(f) ensure that regular status reports detailing the policing services provided for the Waterhen Lake First Nation are supplied on a monthly basis to the Band Council or its designated representative and the Police Management Board;

(g) ensure that, where it is deemed appropriate, special reports, in addition to the monthly reports, be provided on request, to the Band Council and the Police Management Board; and

(h) enforce present or future Band by-laws enacted by the Waterhen Lake First Nation pursuant to the following sections of the Indian Act (R.S.C, 1985, c.I-5):

(i) section 81(1)(b) - the regulation of traffic,

(ii) section 81(1)(c) - the observance of law and order,

(iii) section 81(1)(d) - the prevention of disorderly conduct and nuisances,

(iv) section 81(1)(p) - the removal and punishment of persons trespassing on the reserve or frequenting the reserve for prohibited purposes,

(v) section 85.1(a) - prohibiting the sale, barter, supply or manufacture of intoxicants on the reserve of the band,

(vi) section 85.1(b) - prohibiting any person from being intoxicated on the reserve,

(vii) section 85.1(c) - prohibiting any person from having intoxicants in his possession on the reserve.

(i) rent police office facilities provided by the Waterhen Lake First Nation under paragraph 6.2(a) at an annual rental rate of $10.00 per square foot ($107.64 per square meter); such rent shall form part of the actual costs; and

(j) rent residences provided by the Waterhen Lake First Nation under paragraph 6.2(b) at a rate to be agreed to by the parties in the leasing agreement; such rent shall form part of the actual costs.

9.2 The RCMP will ensure that Members providing service for the Waterhen Lake First Nation receive, in a timely manner, training to allow them to meet the needs of this community. Such training may consist of, but not be limited to family violence, substance abuse, suicide prevention and other areas which are consistent with the policing needs of Waterhen Lake First Nation.

SECTION 10: ROLE AND RESPONSIBILITIES OF THE RCMP FIRST NATIONS COMMUNITY POLICING SERVICE

10.1 The primary responsibility of the Members deployed through the RCMP First Nations Community Policing Service will be to work in cooperation with the Waterhen Lake First Nation to provide a professional, effective and efficient policing service, in a manner which is responsive and culturally sensitive to this community.

10.2 In addition to the "Role and Responsibilities of the RCMP", as described in Section 9, the Members deployed through the RCMP First Nations Community Policing Service will:

(a) treat all people equally and with respect;

(b) uphold the Canadian Charter of Rights and Freedoms;

(c) serve and protect the community;

(d) work with the community and other agencies to prevent or resolve problems that affect the community's safety and quality of life;

(e) establish crime prevention initiatives through community education or assist the community with similar initiatives in their capacity as members of the RCMP First Nations Community Policing Service;

(f) promote a creative and responsive environment to allow all RCMP Members to deliver community policing services;

(g) enforce the applicable federal and provincial laws and such Band by-laws referred to in paragraph 9.1(h);

(h) work with the Police Management Board towards the achievement of objectives, priorities, goals, strategies and special projects which will assist the community to address specific community issues and concerns; and

(i) live in the community when suitable accommodation which meets the needs of the RCMP First Nations Community Policing Service and which is to the satisfaction of the Commissioner is available and which is to the satisfaction of the Commissioner, unless it is otherwise agreed to upon mutual consent of both the Member of the RCMP First Nations Community Policing Service affected and the Police Management Board that the particular Member may live outside the community.

SECTION 11: SPECIAL PROVISIONS

11.1 During the term of this Agreement it shall be acknowledged by the Parties that:

(a) the Members assigned to the Waterhen Lake First Nation through the RCMP First Nations Community Policing Service may be absent from time to time due to illness, holidays or other duty related requirements, in which case the Commander of the Meadow Lake Detachment will ensure that the policing needs of the communities are met;

(b) the Commander of the Meadow Lake Detachment has the authority and responsibility for the personnel who provide the policing services for the Waterhen Lake First Nation; and

(c) concerns regarding the day-to-day policing of the community should be brought to the attention of the Commander of the Waterhen Lake RCMP First Nation Community Police Service or of the Meadow Lake Detachment as may be appropriate under the circumstances.

SECTION 12: INDEMNIFICATION

12.1 The Waterhen Lake First Nation shall indemnify and save harmless Canada and the Province and their respective employees and agents from and against all losses, claims, damages, actions, causes of action, costs and expenses that may arise directly or indirectly out of any act or omission of the Police Management Board or the Community Support Services or their respective members, employees, officers or agents, in the performance of this Agreement. Such indemnity shall survive the Agreement.

12.2 Neither Canada nor the Province shall be responsible for any bodily or personal injury or property damage of any nature whatsoever that may be suffered or sustained by the Band Council, the Police Management Board, the community support services and their respective members, employees, officers or agents in the performance of this Agreement.

12.3 Canada shall not be held responsible for any incidental, indirect, special or consequential damages or any loss of use, revenue or profit arising out of or in any way related to this Agreement.

12.4 The Waterhen Lake First Nation shall, without limiting its obligations herein, ensure the operations of the Police Management Board and of the Community Support Services under a contract of comprehensive or commercial general liability, with an insurer in the Province, in an amount of not less than $1.000,000.00 per occurrence insuring against bodily injury, personal injury and property damage including loss or use thereof. Such insurance shall include a blanket contractual liability.

12.5 Proof of all required insurance in a form acceptable to Canada and the Province shall be promptly provided to Canada and the Province upon request.

SECTION 13: AMENDMENT

13.1 This Agreement may be amended from time to time by written agreement of all Parties.

SECTION 14: TERMINATION

14.1 The Parties may terminate this Agreement with regard to the RCMP First Nations Community Policing Service by giving the other Parties twelve (12) months notice in writing.

14.2 Upon termination of this Agreement by any party, the Waterhen Lake First Nation agree to refund all unexpended funds to Canada and the Province within ninety (90) days of the effective date of termination of this Agreement unless there is approval in writing from Canada and the Province to retain these funds solely for the purpose of providing policing services.

SECTION 15: NOTICES

15.1 Any notice or other document required or permitted to be given by one Party to the other Party under this Agreement will be in writing and shall be communicated by registered mail addressed to:

(a) Canada:

Ministry of the Solicitor General
Aboriginal Policing Directorate
340 Laurier Avenue West, 11th floor
Ottawa, Ontario
K1A 0P8
Fax: 613-991-0961

(b) the Province:

Department of Justice of Saskatchewan
1874 Scarth Street
Regina, Saskatchewan
S4P 3V7
Fax: 306-787-9111

(c) Waterhen Lake First Nation:

The Chief
Waterhen Lake First Nation
P.O. Box 9
Waterhen, Saskatchewan
S0M 3B0

SECTION 16: SAVING PROVISION

16.1 Nothing in this Agreement is in any way intended to replace or amend any obligation that either Party is bound by or required to perform by operation of law.

16.2 Nothing in this Agreement shall abrogate or derogate from any Aboriginal, treaty, constitutional or other rights which have accrued or may accrue to any of the Parties.

SECTION 17: DISPUTES

17.1 Any new issue, matter of general concern or dispute arising under this Agreement shall be a matter for consultation and resolution between the Solicitor General, the Minister and the Waterhen Lake First Nation in such manner as they shall see fit.

IN WITNESS WHEREOF the Parties have executed this Agreement as of the day and year first written above.

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

Solicitor General of Canada

Witness

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF SASKATCHEWAN

Minister of Justice

Witness

WATERHEN LAKE FIRST NATION AS REPRESENTED BY ITS CHIEF:

Chief of the Waterhen First Nation

Witness

ROYAL CANADIAN MOUNTED POLICE AS REPRESENTED BY THE COMMISSIONER

Commissioner

Witness

SECTION 3

AGREEMENT BETWEEN

CANADA - BRITISH COLUMBIA

AND THE

TSAY KEH DENE AND THE FORT WARE INDIAN BAND

FOR THE

ROYAL CANADIAN MOUNTED POLICE -

FIRST NATIONS COMMUNITY POLICING SERVICE

THIS AGREEMENT MADE THE 24th DAY OF June, 1995

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY THE SOLICITOR GENERAL OF CANADA

(hereinafter referred to as "Canada")

of the first part

- AND -

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA AS REPRESENTED BY THE ATTORNEY GENERAL OF BRITISH COLUMBIA

(hereinafter referred to as the "Province")

of the second part

- AND -

TSAY KEH DENE AS REPRESENTED BY ITS CHIEF AND COUNCIL

(hereinafter referred to as the "Tsay Keh Dene"

of the third part

- AND -

THE FORT WARE INDIAN BAND AS REPRESENTED BY ITS CHIEF AND COUNCIL

(hereinafter referred to as the "Fort Ware Indian Band")

of the fourth part

WHEREAS the Parties wish to cooperate in the provision of effective, efficient, professional and culturally responsive policing services within the Tsay Keh Dene and Fort Ware Territories consistent with the needs of the Tsay Keh Dene and the Fort Ware Indian Band, the federal First Nations Policing Policy, the Commissioner's formal statement on RCMP community policing, RCMP service standards and the Province's policy for First Nations policing;

WHEREAS the Parties recognize that the Tsay Keh Dene and the Fort Ware Indian Band have a role in the determination of the level and quality of the policing services which they receive and that a tripartite agreement will give concrete expression to this role;

WHEREAS the Parties recognize that the policing services provided through the RCMP First Nations Community Policing Service include the enforcement of the applicable federal and provincial statutes as well as applicable present or future By-Laws enacted pursuant to the Indian Act R.S.C., 1985, c.I-5 for any of the purposes specified in this Agreement, the prevention of crime and the maintenance of order;

WHEREAS the Parties recognize that nothing in this Agreement shall abrogate or derogate from any Aboriginal, treaty, constitutional or other rights which have accrued or may accrue to any of the Parties;

AND WHEREAS the Parties wish to, subject to and in accordance with the terms of this Agreement, enter into this Agreement to enable peace officers deployed under the RCMP First Nations Community Policing Service to provide policing services for the Tsay Keh Dene and the Fort Ware Indian Band.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

SECTION 1: DEFINITIONS

1.1 For the purposes of this Agreement, each of the following terms shall, unless the context otherwise requires, have the meaning set out beside it.

"**Actual Costs**" means those direct and indirect costs, as described in article 10 of the Framework Agreement entered into between Canada and the Province on January 13, 1994, incurred by the RCMP in providing policing services to First Nation communities through the RCMP First Nation Community Policing Services during the term of this Agreement;

"**Band Councils**" means the Band Councils of the Tsay Keh Dene and the Fort Ware Indian Bands;

"**By-Law**" means a by-law enacted by the Band Councils of the Tsay Keh Dene and the Fort Ware Indian Band respectively pursuant to the Indian Act, R.S.C. 1985, c. I-5;

"**Commander**" means the RCMP Member in charge of the Tsay Keh Detachment, who manages the physical, financial and human resources of the Detachment;

"**Commanding Officer**" means the officer of the RCMP, resident in the Province, appointed by the Commissioner to command the Division;

"**Commissioner**" means the Commissioner of the Royal Canadian Mounted Police;

"**Community Consultative Group**" means the group established under section 7 of this Agreement;

"**Division**" means the organizational component of the RCMP that is responsible for law enforcement and the prevention of crime in the Province;

"**First Nations Policing Policy**" means the federal First Nations Policing Policy announced by the Solicitor General of Canada and the Minister of Indian Affairs and Northern Development on June 27, 1991;

"**Fort Ware Indian Band**" means the Fort Ware Band number 610, which has been established pursuant to the Indian Act;

"**Fort Ware Territory**" means:
Fort Ware Reserve number 1,
Sucker Lake Reserve number 2,
Weissener Lake Reserve number 3,
which are "reserves" as defined in subsection 2(1) of the Indian Act;

"**Member**" means any member of the RCMP appointed pursuant to the Roval Canadian Mounted Police Act, and any regulations made pursuant thereto and without limitation includes any regular member, special constable, special constab le member, and civilian so appointed;

"**Minister**" means the Minister of the Province of British Columbia responsible for policing services in the Province;

"**Parties**" means Canada, the Province, the Tsay Keh Dene and the Fort Ware Indian Band.

"**Province**" means the Province of British Columbia;

"**RCMP**" means the police force for Canada continued under the Roval Canadian Mounted Police Act, and known as the Royal Canadian Mounted Police;

"**Tsay Keh Dene**" means the Tsay Keh Dene Band number 609 which has been established pursuant to the Indian Act;

"**Tsay Keh Dene Territory**" means:
the Tsay Keh Reserve number 1,
the Blackpine Reserve number 2,
the Police Meadows Reserve number 3,
the Ingenika(Cemetery) Reserve number 4,
the Parsnip(Cemetery) Reserve number 5,
which are "reserves" as defined in Subsection 2(1), of the Indian Act; and

"**Tsay Keh Detachment**" means the organizational component of the sub-division or Division of the RCMP which is the Tsay Keh RCMP First Nations Community Police Service and which is assigned the responsibility for the provision of police services within the Tsay Keh Dene and the Fort Ware Territories and that has prescribed territorial boundaries and includes the Tsay Keh Detachment office.

1.2 The singular number includes the plural and the plural number includes the singular where such is consistent with the context.

SECTION 2: APPLICATION

2.1 This Agreement is made pursuant to the Framework Agreement for the RCMP First Nations Community Policing Service entered into between Canada and the Province on January 13, 1994 (hereinafter referred to as the "Framework Agreement"). Unless this Agreement expressly makes arrangements otherwise, all the provisions of the Framework Agreement apply to this Agreement.

2.2 This Agreement applies to the provision of policing services for the Tsay Keh Dene and the Fort Ware Indian Band and the establishment of the Tsay Keh Detachment and forms part of Schedule "B" to the Framework Agreement between Canada and the Province regarding the provision of the RCMP First Nations Community Policing Service in the Province.

SECTION 3: TERM OF AGREEMENT

3.1 Notwithstanding the date on which this Agreement is executed, this Agreement comes into force on April 1, 1994 and continues in force until March 31, 1998, unless it is terminated pursuant to section 13 of this Agreement.

3.2 Upon the written agreement of the Parties, the provisions of this Agreement will remain in force pending its renewal, extension or renegotiation.

SECTION 4: ROLE AND RESPONSIBILITIES OF CANADA

4.1 Subject to appropriation by Parliament, Canada agrees to provide to the RCMP 52% of the Actual Costs of a complement of two(2) Members of the RCMP First Nations Community Policing Service for the Fort Ware Indian Band and the Tsay Keh Dene in accordance with the terms and conditions set out in the Framework Agreement.

SECTION 5: ROLE AND RESPONSIBILITIES OF THE PROVINCE

5.1 Subject to appropriation by the Legislature, the Province agrees to provide to the RCMP 48% of the Actual Costs of a complement of two(2) Members of the RCMP First Nations Community Policing Service for the Fort Ware Indian Band and the Tsay Keh Dene in accordance with the terms and conditions set out in the Framework Agreement.

SECTION 6: ROLE AND RESPONSIBILITIES OF FORT WARE AND TSAY KEH DENE BAND COUNCILS

6.1 The Band Council of the Fort Ware Indian Band or its designated representative will, pursuant to the provisions of this Agreement:

(a) establish a Community Consultative Group within sixty (60) days of the signing of this Agreement;

(b) determine the terms of reference of the Community Consultative Group within sixty (60) days of the signing of this Agreement; and

(c) provide a police patrol facility, for the use of the Members of the RCMP First Nations Community Policing Service who will be providing policing services to the Fort Ware Indian Band, on terms in accordance with the Indian Act that meets the needs of the RCMP First Nations Community Policing Service and that is to the satisfaction of the Commissioner.

6.2 The Band Council of the Tsay Keh Dene or its designated representative will, pursuant to the provisions of this Agreement:

(a) establish a Community Consultative Group within sixty(60) days of the signing of this Agreement;

(b) determine the terms of reference of the Community Consultative Group within sixty(60) days of the signing of this Agreement;

(c) provide the following facilities that meet the needs of the RCMP First Nations Community Policing Service and that are to the satisfaction of the Commissioner:

(i) police office facilities for the use of the Members of the RCMP First Nations Community Policing Service who will be providing policing services to the Tsay Keh Dene and Fort Ware Indian Band on terms as agreed to by the RCMP and Tsay Keh Dene; and

(ii) two(2) residences for the use of the Members of the RCMP First Nations Community Policing Service deployed to the Tsay Keh Detachment on terms as agreed to by the RCMP and the Tsay Keh Dene.

SECTION 7: COMMUNITY CONSULTATIVE GROUPS

7.1 The Community Consultative Groups to be established by the Tsay Keh Dene and the Fort Ware Indian Band should be representative of their communities and may include participants who are elders, women and youth.

7.2 Consistent with this Agreement, the role and responsibility of the Community Consultative Groups will be to:

(a) identify policing issues and concerns to a representative of the RCMP Tsay Keh Detachment;

(b) work with the RCMP Tsay Keh Detachment in seeking solutions to community issues and concerns; and

(c) work with the RCMP to develop, in consultation with a representative of the RCMP Tsay Keh Detachment, the objectives, priorities, goals, strategies and special projects which will assist the communities to address specific community issues and concerns.

7.3 The Community Consultative Groups will meet as they deem necessary.

SECTION 8: ROLE AND RESPONSIBILITIES OF THE RCMP

8.1 The RCMP will:

(a) assign two(2) Members of the RCMP First Nations Community Policing Service to provide policing services for, or to assist in, the provision of policing services to the Fort Ware and the Tsay Keh Dene Territories pursuant to this Agreement as soon as practicable within six months from the signing of this Agreement;

(b) make best efforts to ensure that Members of the RCMP First Nations Community Policing Service assigned to the Fort Ware and the Tsay Keh Dene Territories are culturally compatible with the respective communities;

(c) ensure the process referred to in 8.1(b) will be consensual and be effected through consultation between the Fort Ware Indian Band and the Tsay Keh Dene or their respective delegates and the Commanding Officer of the Division or his or her delegate.

(d) ensure that the Members deployed through the RCMP First Nations Community Policing Service will devote all of their on duty time to the policing needs of the Fort Ware Indian Band and the Tsay Keh Dene and that at least 80% of this time shall be spent within the boundaries of the Fort Ware and Tsay Keh Dene Territories;

(e) ensure that the time spent outside of the communities boundaries of the Fort Ware and Tsay Keh Dene Territories by the Members of the RCMP First Nations Community Policing Service will be related to the handling of Fort Ware Indian Band and Tsay Keh Dene policing issues, except where an emergency exists, in which case the duties will be determined by the Commander of the Tsay Keh Detachment;

(f) ensure that regular status reports detailing the policing services provided for the Tsay Keh Dene and the Fort Ware Indian Band are supplied on a monthly basis to the Band Council of the Tsay Keh Dene and the Fort Ware Indian Band or their respective designated representatives and the Community Consultative Groups;

(g) ensure that, where it is deemed appropriate, special reports, in addition to the monthly reports, be provided on request, to the respective Band Council and the Community Consultative Groups;

(h) enforce present or future By-Laws enacted by the Tsay Keh Dene and the Fort Ware Indian Band pursuant to the following sections of the Indian Act:

(i) section 81(1)(b) - the regulation of traffic,

(ii) section 81(1)(c) - the observance of law and order,

(iii) section 81(1)(d) - the prevention of disorderly conduct and nuisances,

(iv) section 81(1)(p) - the removal and punishment of persons trespassing on the reserve or frequenting the reserve for prohibited purposes,

(v) section 85.1(a) - prohibiting the sale, barter, supply or manufacture of intoxicants on the reserve,

(vi) section 85.1(b) - prohibiting any person from being intoxicated on the reserve, or

(vii) section 85.1(c) - prohibiting any person from having intoxicants in his possession on the reserve;

(i) pay a fee for the use of police facilities provided by the Tsay Keh Dene under paragraph 6.2(c)(i); such fee shall form part of Actual Costs; and

(j) pay a fee for the use of two(2) residences as provided by the Tsay Keh Dene under paragraph 6.2(c)(ii); such fee shall form part of Actual Costs.

(k) pay a fee for the use of the police patrol facility as provided by the Fort Ware Indian Band under paragraph 6.1(c); such fee shall form part of Actual Costs.

8.2 The RCMP will ensure that Members providing service for the Fort Ware Indian Band and the Tsay Keh Dene receive, in a timely manner, training to allow them to meet the needs of these communities. Such training may consist of, but not be limited to family violence, substance, suicide prevention and other areas which are consistent with the policing needs of the Fort Ware Indian Band and the Tsay Keh Dene.

SECTION 9: ROLE AND RESPONSIBILITIES OF THE RCMP FIRST NATIONS COMMUNITY POLICING SERVICE

9.1 The primary responsibility of the Members deployed through the RCMP First Nations Community Policing Service will be to work in cooperation with the Fort Ware Indian Band and Tsay Keh Dene to provide a professional, effective and efficient policing service, in a manner which is responsive and culturally sensitive to those communities.

9.2 In addition to the "Role and Responsibilities of the RCMP", as described in Section 8, the Members deployed through the RCMP First Nations Community Policing Service will:

(a) treat all people equally and with respect;

(b) uphold the Canadian Charter of Rights and Freedoms;

(c) serve and protect the community;

(d) work with the community and other agencies to prevent or resolve problems that affect the community's safety and quality of life;

(e) establish crime prevention initiatives through community education or assist the community with similar initiatives in their capacity as Members of the RCMP-First Nations Community Policing Service;

(f) promote a creative and responsive environment to allow all RCMP Members to deliver community policing services;

(g) enforce the applicable federal and provincial laws and such By-Laws referred to in paragraph 8.1(h); and

(h) work with the Community Consultative Groups towards the achievement of objectives, priorities, goals, strategies and special projects which will assist the communities to address specific community issues and concerns.

SECTION 10: SPECIAL PROVISIONS

10.1 During the term of this Agreement it shall be acknowledged by the Parties that:

(a) the Members assigned to the Fort Ware and the Tsay Keh Dene Territories through the RCMP First Nations Community Policing Service may be absent from time to time due to illness, holidays or other duty related requirements, in which case the commander of the Tsay Keh Detachment will ensure that the policing needs of the community are met;

(b) the Commander of the Tsay Keh Detachment has the authority and responsibility for the personnel who provide the policing services for the Tsay Keh Dene and the Fort Ware Indian Band; and

(c) concerns regarding the day-to-day policing of the community should be brought to the attention of the Commander of the Tsay Keh Detachment.

SECTION 11: INDEMNIFICATION

11.1 The Tsay Keh Dene and the Fort Ware Indian Band shall indemnify and save harmless Canada and the Province and their respective employees and agents from and against all losses, claims, damages, actions, causes of action, costs and expenses that may arise directly or indirectly out of any act or omission of the Community Consultative Group or its respective members, employees, officers or agents, in the performance of this Agreement. Such indemnity shall survive the Agreement.

11.2 Neither Canada nor the Province shall be responsible for any bodily or personal injury or property damage of any nature whatsoever that may be suffered or sustained by the Tsay Keh Dene or the Fort Ware Band Councils, the Community Consultative Group and their respective members, employees, officers or agents in the performance of this Agreement.

11.3 Canada shall not be held responsible for any incidental, indirect, special or consequential damages or any loss or use, revenue or profit of the Agreement arising out of or in any way related to this Agreement.

SECTION 12: AMENDMENT

12.1 This Agreement may be amended from time to time by written agreement of all Parties.

SECTION 13: TERMINATION

13.1 Any of the Parties may terminate this Agreement with regard to the RCMP First Nations Community Policing Service by giving the other Parties twelve (12) months notice in writing.

SECTION 14: NOTICES

14.1 Any notice or other document required or permitted to be given by one Party to the other Party under this Agreement will be in writing and shall be communicated by registered mail addressed to:

(a) Canada:

Solicitor General Canada
Aboriginal Policing Directorate
340 Laurier Avenue West, 11th floor
Ottawa, Ontario
K1A 0P8
Fax: 613-991-0961

(b) the Province:

Ministry of the Attorney General
Room 232
Parliament Buildings
Victoria, British Columbia
V8V 1X4
Fax: 604-387-6411

(c) Fort Ware Indian Band

3 - 1257 - 4th Avenue
Prince George, B.C.
V2L 3J5
Fax: 604-563-2668

(d) Tsay Keh Dene

3845 - 15th Avenue
Prince George, B.C.
V2N 1A4
Fax: 604-562-8899

SECTION 15: SAVING PROVISION

15.1 Nothing in this Agreement is in any way intended to replace or amend any obligation that either Party is bound by or required to perform by operation of law.

15.2 In the event that any provision of this Agreement shall be deemed void or invalid by a court of competent jurisdiction, the remaining provisions shall be and remain in full force and effect.

15.3 Nothing in this Agreement shall abrogate or derogate from any Aboriginal, treaty, constitutional or other rights which have accrued or may accrue to any of the Parties.

SECTION 16: DISPUTES

16.1 Any new issue, matter of general concern or dispute arising under this Agreement shall be a matter for consultation and resolution between the Solicitor General, the Minister and the Tsay Keh Dene and the Fort Ware Indian Band in such manner as they shall see fit.

IN WITNESS WHEREOF the Parties have executed this Agreement as of the day and year first written above.

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

Solicitor General of Canada

Regional Representative

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA

Attorney General of British Columbia

Representative

THE FORT WARE INDIAN BAND:

The Chief of the Fort Ware Indian Band

THE TSAY KEH DENE:

The Chief of the Tsay Keh Dene

ROYAL CANADIAN MOUNTED POLICE AS REPRESENTED BY THE COMMISSIONER

Commissioner

SECTION 4

AGREEMENT BETWEEN

CANADA - SASKATCHEWAN

AND THE

FLYING DUST FIRST NATION

FOR THE

ROYAL CANADIAN MOUNTED POLICE -

FIRST NATIONS COMMUNITY POLICING SERVICE

THIS AGREEMENT MADE THE ___ DAY OF ___, 1995

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED
BY THE SOLICITOR GENERAL OF CANADA
(hereinafter referred to as "Canada")

of the first part

- AND -

HER MAJESTY THE QUEEN IN RIGHT OF
THE PROVINCE OF SASKATCHEWAN
AS REPRESENTED BY THE MINISTER OF JUSTICE OF SASKATCHEWAN
(hereinafter referred to as the "Province")

of the second part

- AND -

THE FLYING DUST FIRST NATION, AS REPRESENTED BY ITS CHIEF
(herein referred to as the "Flying Dust First Nation")

of the third part

WHEREAS the Parties wish to cooperate in the provision of effective, efficient, professional and culturally responsive policing services within the Flying Dust First Nation Territory consistent with the needs of the Flying Dust First Nation, the First Nations Policing Policy, the Commissioner's formal statement on RCMP community policing, RCMP service standards and the Province's policy for First Nations Policing;

WHEREAS the Parties recognize the shared responsibilities to maintain peace and good order in First Nations Territories, and that the Flying Dust First Nation has a role in the determination of the level and quality of the policing services which it receives and that a tripartite agreement will give concrete expression to this role;

WHEREAS the Parties recognize that the policing services provided through the RCMP First Nations Community Policing Service include the enforcement of applicable federal and provincial statutes as well as applicable present or future Band By-Laws enacted pursuant to the Indian Act, R.S.C., 1985, c.I-5 for any of the purposes specified in this Agreement, the prevention of crime and the maintenance of order;

WHEREAS the Parties recognize that the policing services provided through the RCMP First Nations Community Policing Service include the enforcement of applicable federal and provincial statutes as well as applicable present or future Band By-Laws enacted pursuant to the Indian Act, R.S.C., 1985,c.I-5 for any of the purposes specified in this Agreement, the prevention of crime and the maintenance of order;

WHEREAS the Parties recognize that nothing in this Agreement shall abrogate or derogate from any Aboriginal, treaty, constitutional or other rights which have accrued or may accrue to any of the Parties;

WHEREAS it is understood that the goal of the Beardy's & Okemasis First Nation is to establish a First Nation administered Police Service for the Beardy's & Okemasis First Nations and this Agreement is entered into as an interim measure to facilitate the planning and orderly transition from the current policing services to a First Nation administered Police Service;

AND WHEREAS the Parties wish to, subject to and in accordance with the terms of this Agreement, enter into this Agreement to enable peace officers deployed under the RCMP First Nations Community Policing Service to provide policing services for the Beardy's & Okemasis First Nation.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

SECTION 1: DEFINITIONS

1.1 For the purposes of this Agreement, each of the following terms shall, unless the context otherwise requires, have the meaning set out beside it.

"**Actual Costs**" means those direct and indirect costs, as described in section 8 of the Framework Agreement entered into between Canada, the Province and the Federation of Saskatchewan Indian Nations on May 18, 1993, incurred by the RCMP in providing policing services to First Nation communities through the RCMP First Nation Community Policing Service during the term of this Agreement;

"**Band Council**" means the council of the Beardy's & Okemasis First Nation;

"**Beardy's & Okemasis First Nation**" means the Beardy's & Okemasis Band number 369 which has been established pursuant to the Indian Act;

"**Beardy's & Okemasis First Nation Territory**" means the Beardy's & Okemasis Reserve numbers 96 & 97 which are "reserves" as defined in subsection 2(1) of the Indian Act;

"**First Nations Policing Policy**" means the federal First Nations Policing Policy announced by the Solicitor General of Canada and the Minister of Indian Affairs and Northern Development on June 27, 1991;

"**Fiscal Year**" means the twelve month period beginning on April 1 in any year and ending on March 31 in the next year;

"**Flying Dust First Nation**" means the Flying Dust Band number 395 which has been established pursuant to the Indian Act;

"**Flying Dust First Nation Territory**" means Meadow Lake Reserve number 105 and Meadow Lake Reserve number 105A which are "reserves" as defined in subsection 2(1) of the Indian Act;

"**Meadow Lake Detachment**" means the organizational component of the Division of the RCMP which is assigned responsibility, for the provision of police services within the Flying Dust RCMP First Nation and that has prescribed territorial boundaries and includes the Flying Dust RCMP First Nations Community Police Service;

"**Member**" means any member of the RCMP appointed pursuant to the Royal Canadian Mounted Police Act and any regulations made pursuant thereto and without limitation includes any regular member, special constable, special constable member, and civilian so appointed;

"**Minister**" means the Minister of the Province of Saskatchewan responsible for policing services in the Province;

"**Parties**" means Canada, the Province and the Flying Dust First Nation;

"**Police Management Board**" means the group established under section 7 of this Agreement;

"**Province**" means the Province of Saskatchewan;

"**RCMP**" means the police force for Canada continued under the Royal Canadian Mounted Police Act, and known as the Royal Canadian Mounted Police;

1.2 The singular number includes the plural and the plural number includes the singular where such is consistent with the context.

SECTION 2: APPLICATION

2.1 This Agreement is made pursuant to the Framework Agreement for the RCMP First Nations Community Policing Service entered into between Canada, the Province and the Federation of Saskatchewan Indian Nations on May 18, 1993 (hereinafter referred to as the "Framework Agreement"). Unless this Agreement expressly makes arrangements otherwise, all the provisions of the Framework Agreement apply to this Agreement.

2.2 This Agreement applies to the provision of policing services for Flying Dust First Nation and the establishment of the Flying Dust RCMP First Nations Community Police Service and forms part of Schedule "B" to the Framework Agreement between Canada, the Province and the Federation of Saskatchewan Indian Nations regarding the provision of the RCMP First Nations Community Policing Service in the Province.

SECTION 3: TERM OF AGREEMENT

3.1 Notwithstanding the date on which this Agreement is executed, this Agreement comes into force on July 1, 1994 and continues in force until March 31, 1998, unless it is terminated pursuant to section 14 of this Agreement.

3.2 Upon the written agreement of the Parties, the provisions of this Agreement will remain in force pending its renewal, extension or renegotiation.

SECTION 4: ROLE AND RESPONSIBILITIES OF CANADA

4.1 Subject to appropriation by Parliament, Canada agrees to provide to the RCMP 52% of the Actual Costs of a complement of one(1) Member of the RCMP First Nations Community Policing Service for the Flying Dust First Nation and the provision of the Flying Dust RCMP First Nations Community Police Service in accordance with the terms and conditions set out in the Framework Agreement.

4.2 In addition to the Actual Costs set out in subsection 4.1 and subject to appropriation by Parliament, Canada agrees to provide to the Flying Dust First Nation:

(a) on April 1 of each Fiscal Year, an amount not to exceed $1,664 in each Fiscal Year for the costs of the Police Management Board described in section 7; this amount represents 52% of the estimated annual costs of the Police Management Board and includes the honorarium and travel costs of its members as well as the liability insurance coverage referred to in Sections 12.4 and 12.5; and

(b) on April 1 of each Fiscal Year, an amount not to exceed $7,800 in each Fiscal Year for the costs of the Community Support Services described in section 8; this amount represents 52% of the estimated annual costs of the Community Support Services and includes $1,000 per month for the salaries or honorarium and $3,000 per year in travel costs of its members as well as the liability insurance coverage referred to in Sections 12.4 and 12.5 .

SECTION 5: ROLE AND RESPONSIBILITIES OF THE PROVINCE

5.1 Subject to appropriation by the Legislature, the Province agrees to provide to the RCMP 48% of the Actual Costs of a complement of one(1) Member of the RCMP First Nations Community Policing Service for the Flying Dust First Nation and the provision of the Flying Dust RCMP First Nations Community Police Service in accordance with the terms and conditions set out in the Framework Agreement.

5.2 In addition to the Actual Costs set out in subsection 5.1 and subject to appropriation by the Provincial Legislature, the Province agrees to provide to the Flying Dust First Nation:

(a) on a quarterly basis commencing April 1 of each Fiscal Year, an amount not to exceed $1,536 in each Fiscal Year for the costs of the Police Management Board described in section 7; this amount represents 48% of the estimated annual costs of the Police Management Board and includes the honorarium and travel costs of its members as well as the liability insurance coverage referred to in Sections 12.4 and 12.5; and

(b) on a quarterly basis commencing April 1 of each Fiscal Year, an amount not to exceed $7,200 in each Fiscal Year for the costs of the Community Support Services described in section 8; this amount represents 48% of the estimated annual costs of the Community Support Services and includes $1,000 per month for the salaries or honorarium and $3,000 per year in travel costs of its members as well as the liability insurance coverage referred to in Sections 12.4 and 12.5.

5.3 During the term of this Agreement, the Province will provide, at the end of each Fiscal Year, to the Flying Dust First Nation copies of the appropriate documents which identify costs billed by the RCMP to Canada and the Province for the policing services provided by the RCMP First Nations Community Police Service to the Flying Dust First Nation.

SECTION 6: ROLE AND RESPONSIBILITIES OF THE FLYING DUST FIRST NATION

6.1 The Flying Dust First Nation or its designated representative shall, pursuant to the provisions of this Agreement:

(a) establish a Police Management Board within fifteen (15) days of the signing of this Agreement;

(b) determine the terms of reference of the Police Management Board within sixty (60) days of the signing of this Agreement;

(c) use the funds provided by Canada and the Province under this Agreement only for the purposes for which they were provided;

(d) maintain financial records with respect to the funds referred to in section 6.1(c) in accordance with generally accepted accounting principles as prescribed in the Canadian Institute of Chartered Accountant's Handbook, and the financial management regulations of the Flying Dust First Nation, including proper records of all expenditures made by the recipient in connection with the project and the invoices, receipts and vouchers relating thereto;

(e) on or before May 31 of each Fiscal Year during the term of this Agreement, submit to Canada and the Province, in a form acceptable to Canada and the Province, a financial statement covering the Fiscal Year, showing the complete disposition of the funds for the past Fiscal Year; and

(f) upon submission of the financial statement referred to in paragraph (e) and in the event that the monies advanced exceed the eligible costs incurred during the Fiscal Year, return to Canada and the Province, an amount equal to any surplus funds not expended or accounted for at the end of the Fiscal Year unless there is approval in writing by Canada and the Province to retain these funds solely for the purposes for which they were provided.

6.2 The Flying Dust First Nation shall provide or cause to be provided a police facility to a maximum of 200 square feet (at an annual rate of $10.00 per square foot ($107.64 per square metre), such amount shall form part of the Actual Costs) at Flying Dust First Nation that meets the needs of the RCMP First Nations Community Policing Service and that is to the satisfaction of the Commissioner. Flying Dust First Nation shall, in accordance with the Indian Act, enter into an arrangement with the RCMP for the use of such facility and these facilities shall be available for occupation by the RCMP-FNCPS on a date as mutually may be agreed upon by the Commanding Officer and the Band Council.

6.3 Flying Dust First Nation may, in accordance with the Indian Act, enter into an arrangement with an individual Member of the Flying Dust RCMP-FNCPS for the use of a residence and the fee for the use of such a residence shall be paid by the individual Member. These facilities shall be available for occupation by that Member on a date as mutually may be agreed upon by the Parties.

SECTION 7: POLICE MANAGEMENT BOARD

7.1 The Police Management Board to be established by the Flying Dust First Nation should be representative of the community and may include participants who are Elders, women, and youth.

7.2 Consistent with this Agreement, the role and responsibilities of the Police Management Board will be to:

(a) identify policing issues and concerns of the community to a representative of the Flying Dust RCMP First Nations Community Police Service;

(b) work with the Flying Dust RCMP First Nations Community Police Service in seeking solutions to community issues and concerns;

(c) work with the RCMP to develop, in consultation with a representative of the Flying Dust RCMP First Nations Community Police Service, the objectives, priorities, goals, strategies, special projects and a periodic evaluation of the police services which will assist the community and the police service to address specific community issues and concerns; and

(d) identify desirable attributes for Members of the RCMP First Nations Community Policing Service who are to be considered for deployment to the Flying Dust RCMP First Nations Community Police Service.

7.3 The Police Management Board shall meet at least once per month during the first year that this Agreement is in effect and at least once every two months during the second and third year of this Agreement.

7.4 The extraordinary costs that the members of the Police Management Board may incur in travelling to necessary meetings, conferences and seminars and that are not covered by the funding provided for in paragraphs 4.2(a) and 5.2(a) of this Agreement will be subject to discussions between the Parties.

7.5 The Police Management Board for the Flying Dust First Nation shall consist of no less than four(4) members who shall perform their duties as employees of the Flying Dust First Nation.

7.6 The members of the Police Management Board shall receive training and instruction from the Province commensurate with their duties and responsibilities.

SECTION 8: COMMUNITY SUPPORT SERVICES

8.1 The Community Support Services for the Flying Dust RCMP First Nation Community Police Service will be provided by one or more Elders from the Flying Dust First Nation who shall perform their duties as employees of the Flying Dust First Nation.

8.2 The Flying Dust First Nation agrees to supply to the RCMP and the Police Management Board a list of candidates who may be suitable for that function.

8.3 The one or more Elders referred to in subsection 8.1 will be selected by the Police Management Board in consultation with the Commander of the Meadow Lake Detachment.

8.4 The Community Support Services will act as a liaison between the community and the Flying Dust RCMP First Nations Community Police Service and in so doing, enhance the role of the police in the community. In particular, the Community Support Services will:

(a) provide Members of the Flying Dust RCMP First Nations Community Police Service with spiritual and cultural advice on sensitive issues within the community;

(b) identify community resources that may be utilized in handling sensitive community issues; and

(c) facilitate workshops, meetings and discussions that will enhance and encourage the level of communication within the community on police related issues.

8.5 The Community Support Services collectively will perform the duties set out in section 8.4 for a minimum of 20 hours per week.

SECTION 9: ROLE AND RESPONSIBILITIES OF THE RCMP

9.1 The RCMP will:

(a) Assign the equivalent of one(1) Member of the RCMP First Nations Community Policing Service to provide policing services for, or to assist in, the provision of policing services for the Flying Dust First Nation pursuant to this Agreement as soon as practicable within three(3) months from the signing of this Agreement;

(b) make best efforts to ensure that the Member of the RCMP First Nations Community Policing Service assigned to the Flying Dust First Nation is culturally compatible with this community;

(c) ensure that the process referred to in 9.1(b) will be consensual and be effected through consultation between the Police Management Board and the Commanding Officer of the Division or his or her designate;

(d) ensure that the Member deployed through the RCMP First Nations Community Policing Service will devote all of his or her on duty time to the policing needs of the Flying Dust First Nation and at least 80% of this time shall be spent within the boundaries of the Flying Dust First Nation Territory as defined in this Agreement;

(e) ensure that the time spent outside of the Flying Dust First Nation boundaries by the Member of the RCMP First Nations Community Policing Service will be related to the handling of the Flying Dust First Nation policing issues, except where an emergency exists, in which case the duties will be determined by the Commander of the Meadow Lake Detachment;

(f) ensure that regular status reports detailing the policing services provided for the Flying Dust First Nation are supplied on a monthly basis to the Band Council or its designated representative and the Police Management Board;

(g) ensure that, where it is deemed appropriate, special reports, in addition to the monthly reports, be provided on request, to the Band Council and the Police Management Board;

(h) enforce present or future Band By-Laws enacted by the Flying Dust First Nation pursuant to the following sections of the Indian Act (R.S.C, 1985, c. I-5):

(i) section 81(1)(b) - the regulation of traffic,

(ii) section 81(1)(c) - the observance of law and order,

(iii) section 81(1)(d) - the prevention of disorderly conduct and nuisances,

(iv) section 81(1)(p) - the removal and punishment of persons trespassing on the reserve or frequenting the reserve for prohibited purposes,

(v) section 85.1(a) - prohibiting the sale, barter, supply or manufacture of intoxicants on the reserve of the band,

(vi) section 85.1(b) - prohibiting any person from being intoxicated on the reserve,

(vii) section 85.1(c) - prohibiting any person from having intoxicants in his possession on the reserve.

(i) pay a fee for use of police office facilities provided by the Flying Dust First Nation under subsection 6.2 at an annual rate of $10.00 per square foot ($107.64 per square metre); such fee shall form part of the Actual Costs.

9.2 The RCMP will ensure that the Member providing service for the Flying Dust First Nation receive, in a timely manner, training to allow him or her to meet the needs of this community. Such training may consist of, but not be limited to family violence, substance abuse, suicide prevention and other areas which are consistent with the policing needs of Flying Dust First Nation.

SECTION 10: ROLE AND RESPONSIBILITIES OF THE RCMP FIRST NATIONS COMMUNITY POLICING SERVICE

10.1 The primary responsibility of the Members deployed through the RCMP First Nations Community Policing Service will be to work in cooperation with the Flying Dust First Nation to provide a professional, effective and efficient policing service, in a manner which is responsive and culturally sensitive to this community.

10.2 In addition to the "Role and Responsibilities of the RCMP", as described in Section 9, the Member deployed through the RCMP First Nations Community Policing Service will:

(a) treat all people equally and with respect;

(b) uphold the Canadian Charter of Rights and Freedoms;

(c) serve and protect the community;

(d) work with the community and other agencies to prevent or resolve problems that affect the community's safety and quality of life;

(e) establish crime prevention initiatives through community education or assist the community with similar initiatives in their capacity as Members of the RCMP First Nations Community Policing Service;

(f) promote a creative and responsive environment to allow all RCMP Members to deliver community policing services;

(g) enforce the applicable federal and provincial laws and such Band By-Laws referred to in paragraph 9.1(h);

(h) work with the Police Management Board towards the achievement of objectives, priorities, goals, strategies, special projects and a periodic evaluation of the police services which will assist the community and the police service to address specific community issues and concerns; and

(i) live in the community when suitable accommodation which meets the needs of the RCMP First Nations Community Policing Service is available, unless it is otherwise agreed to upon mutual consent of both the Member of the RCMP First Nations Community Policing Service affected and the Police Management Board that the particular Member may live outside the community, as referred to in subsection 6.3.

SECTION 11: SPECIAL PROVISIONS

11.1 During the term of this Agreement it shall be acknowledged by the Parties that:

(a) the Member assigned to the Flying Dust First Nation through the RCMP First Nations Community Policing Service may be absent from time to time due to illness, holidays or other duty related requirements, in which case the Commander of the Meadow Lake Detachment will ensure that the policing needs of the community are met;

(b) the Commander of the Meadow Lake Detachment has the authority and responsibility for the personnel who provide the policing services for the Flying Dust First Nation; and

(c) concerns regarding the day-to-day policing of the community should be brought to the attention of the Member of the Flying Dust RCMP First Nations Community Police Service or the Commander of the Meadow Lake Detachment as may be appropriate under the circumstances.

SECTION 12: INDEMNIFICATION

12.1 The Flying Dust First Nation shall indemnify and save harmless Canada and the Province and their respective employees and agents from and against all losses, claims, damages, actions, causes of action, costs and expenses that may arise directly or indirectly out of any act or omission of the Police Management Board or the Community Support Services or their respective members, employees, officers or agents, in the performance of this Agreement. Such indemnity shall survive the Agreement.

12.2 Neither Canada nor the Province shall be responsible for any bodily or personal injury or property damage of any nature whatsoever that may be suffered or sustained by the respective Band Councils, the Police Management Board, the Community Support Services and their respective members, employees, officers or agents in the performance of this Agreement unless it is caused by the negligent act or omission of an employee or agent of Canada or the Province in the performance of his or her duties.

12.3 Canada shall not be held responsible for any incidental, indirect, special or consequential damages or any loss of use, revenue or profit arising out of or in any way related to this Agreement.

12.4 The Flying Dust First Nation shall, without limiting its obligations herein, insure the operations of the Police Management Board and Community Support Services under a contract of comprehensive or commercial general liability, with an insurer in the Province, in an amount of not less than $1,000,000.00 per occurrence insuring against bodily injury, personal injury and property damage including loss or use thereof. Such insurance shall include a blanket contractual liability.

12.5 Proof of all required insurance in a form acceptable to Canada and the Province shall be promptly provided to Canada and the Province upon request.

SECTION 13: AMENDMENT

13.1 This Agreement may be amended from time to time by written agreement of all Parties.

SECTION 14: TERMINATION

14.1 The Parties may terminate this Agreement with regard to the RCMP First Nations Community Policing Service by giving the other Parties twelve (12) months notice in writing.

14.2 Upon termination of this Agreement by any party, the Flying Dust First Nation agrees to refund all unexpended funds to Canada and the Province within ninety (90) days of the effective date of termination of this Agreement unless there is approval in writing from Canada and the Province to retain these funds solely for the purpose for which they were provided.

SECTION 15: NOTICES

15.1 Any notice or other document required or permitted to be given by one Party to the other Party under this Agreement will be in writing and shall be communicated by registered mail addressed to:

(a) Canada:

Ministry of the Solicitor General
Aboriginal Policing Directorate
340 Laurier Avenue West, 11th floor
Ottawa, Ontario
K1A 0P8
Fax: 613-991-0961

(b) the Province:

Department of Justice of Saskatchewan
1874 Scarth Street
Regina, Saskatchewan
S4P 3V7
Fax: 306-787-9111

(c) Flying Dust First Nation:

The Chief
Flying Dust First Nation
P.O. Box 2410
Meadow Lake, Saskatchewan
S0M 1V0

SECTION 16: SAVING PROVISION

16.1 Nothing in this Agreement is in any way intended to replace or amend any obligation that either Party is bound by or required to perform by operation of law.

16.2 The Preamble and Schedules attached hereto form an integral part of this Agreement. In the event that any provision in this Agreement shall be deemed void or invalid by a court of competent jurisdiction, the remaining provisions shall be and remain in full force and effect.

16.3 Nothing in this Agreement shall abrogate or derogate from any Aboriginal, treaty, constitutional or other rights which have accrued or may accrue to any of the Parties.

SECTION 17: DISPUTES

17.1 Any new issue, matter of general concern or dispute arising under this Agreement shall be a matter for consultation and resolution between the Solicitor General, the Minister and the Flying Dust First Nation in such manner as they shall see fit.

IN WITNESS WHEREOF the Parties have executed this Agreement as of the day and year first written above.

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

Solicitor General of Canada

Witness

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF SASKATCHEWAN

Minister of Justice

Witness

FLYING DUST FIRST NATION AS REPRESENTED BY ITS CHIEF

Chief

Witness

The terms and conditions of this Agreement are hereby acknowledged by the Royal Canadian Mounted Police as represented by the Commissioner or his designate.

Commissioner

Witness

SECTION 5

AGREEMENT BETWEEN

CANADA - NOVA SCOTIA

AND THE

MILLBROOK FIRST NATION

FOR THE

ROYAL CANADIAN MOUNTED POLICE -

FIRST NATIONS COMMUNITY POLICING SERVICE

THIS AGREEMENT MADE THE 6th DAY OF July, 1995

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY THE SOLICITOR GENERAL OF CANADA

(hereinafter referred to as "Canada")

of the first part

- AND -

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF NOVA SCOTIA AS REPRESENTED BY THE MINISTER RESPONSIBLE FOR ABORIGINAL AFFAIRS AND BY THE MINISTER OF JUSTICE AND ATTORNEY GENERAL OF NOVA SCOTIA

(hereinafter referred to as the "Province")

of the second part

- AND -

THE MILLBROOK FIRST NATION, AS REPRESENTED BY ITS CHIEF

(hereinafter referred to as the "Millbrook First Nation")

of the third part

WHEREAS the Parties wish to cooperate in the provision of effective, efficient, professional and culturally responsive policing services within the Millbrook First Nation Territory consistent with the needs of Millbrook First Nation, the federal First Nations Policing Policy, the Commissioner's formal statement on RCMP community policing, RCMP service standards and the Province's policy for First Nations policing;

WHEREAS the Parties recognize that Millbrook First Nation has a role in the determination of the level and quality of the policing services which it receives and that this tripartite agreement will give concrete expression to this role;

WHEREAS the Parties recognize that the policing services provided through the RCMP First Nations Community Policing Service include the enforcement of applicable federal and provincial statutes as well as applicable present or future Band by-laws enacted pursuant to the Indian Act, R.S.C, 1985, c. I-5 for any of the purposes specified in this Agreement, the prevention of crime and the maintenance of order;

WHEREAS the Parties recognize that nothing in this Agreement shall abrogate or derogate from any Aboriginal, treaty, constitutional or other rights which have accrued or may accrue to any of the Parties;

AND WHEREAS the parties wish to, subject to and in accordance with the terms of this Agreement, enter into this Agreement to enable peace officers deployed under the RCMP First Nations Community Policing Service to provide policing services for the Millbrook First Nation.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

SECTION 1: DEFINITIONS

1.1 For the purposes of this Agreement, each of the following terms shall, unless the context otherwise requires, have the meaning set out beside it.

"**Actual Costs**" means those direct and indirect costs, as described in article 10 of the Framework Agreement entered into between Canada and the Province as of March 31, 1995, incurred by the RCMP in providing policing services to First Nation communities through the RCMP First Nation Community Policing Services during the term of this Agreement;

"**Band Council**" means the Band Council of the Millbrook Band;

"**By-Law**" means the by-laws enacted by the Band Council of the Millbrook First Nation pursuant to the Indian Act, R.S.C. 1985, c. I-5;

Commander of the Millbrook RCMP First Nations Community Policing Service Detachment" means the RCMP Member in charge of the Millbrook RCMP First Nations Community Policing Service Detachment, who manages the physical, financial and human resources of the Detachment and who reports to the Officer Commanding Truro Sub/Division;

"**Commanding Officer**" means the officer of the RCMP, resident in the Province, appointed by the Commissioner to command the Division;

"**Commissioner**" means the Commissioner of the Royal Canadian Mounted Police;

"**Community Consultative Group**" means the group established under section 7 of this Agreement;

"**Division**" means the organizational component of the RCMP that is responsible for law enforcement and the prevention of crime in the Province;

"**First Nations Policing Policy**" means the federal First Nations Policing Policy announced by the Solicitor General of Canada and the Minister of Indian Affairs and Northern Development on June 27, 1991;

"**Fiscal Year**" means the twelve month period beginning on April 1 in any year and ending on March 31 in the next year;

"**Member**" means any member of the RCMP appointed pursuant to the Royal Canadian Mounted Police Act, and any regulations made pursuant thereto and without limitation includes any regular member, special constable, special constable member, and civilian so appointed;

"**Millbrook RCMP First Nations Community Policing Service Detachment**" means the organizational component of the sub-division or Division of the RCMP which is assigned the prime responsibility for the provision of police services within the Millbrook First Nation and that has prescribed territorial boundaries;

"**Millbrook First Nation**" means the Millbrook Band number 27, which has been established pursuant to the Indian Act;

"**Millbrook First Nations Territory**" means the Millbrook Reserve No. 27, Millbrook Reserve No. 27A, Millbrook Reserve No. 27B and Millbrook Reserve No. 27C, which are "reserves" as defined in subsection 2(1) of the Indian Act;

"**Minister**" means the Minister of the Province of Nova Scotia responsible for policing services in the Province;

"**Officer Commanding Truro Sub/Division**" means the officer responsible for the management of Detachments within an organizational component of the Division which includes the Millbrook RCMP First Nations Community Policing Service Detachment.

"**Province**" means the Province of Nova Scotia;

"**RCMP**" means the police force for Canada continued under the Royal Canadian Mounted Police Act, and known as the Royal Canadian Mounted Police;

1.2 The singular number includes the plural and the plural number includes the singular where such is consistent with the context.

SECTION 2: APPLICATION

2.1 This Agreement is made pursuant to the Framework Agreement for the RCMP First Nations Community Policing Service entered into between Canada and the Province as of March 31, 1995 (hereinafter referred to as the "Framework Agreement"). Unless this Agreement expressly makes arrangements otherwise, all the provisions of the Framework Agreement apply to this Agreement.

2.2 This Agreement applies to the provision of policing services for the Millbrook First Nation and the establishment of the Millbrook RCMP First Nations Community Policing Service Detachment and forms part of Schedule "B" to the Framework Agreement between Canada and the Province regarding the provision of the RCMP First Nations Community Policing Service in the Province.

SECTION 3: TERM OF AGREEMENT

3.1 Notwithstanding the date on which this Agreement is executed, this Agreement comes into force on July 1, 1995 and continues in force until March 31, 1998, unless it is terminated pursuant to section 13 of this Agreement.

3.2 Upon the written agreement of the Parties, the provisions of this Agreement will remain in force pending its renewal, extension or renegotiation.

SECTION 4: ROLE AND RESPONSIBILITIES OF CANADA

4.1 Subject to appropriation by Parliament, Canada agrees to provide to the RCMP 52% of the Actual Costs of a complement of 2.5 Members and .5 of a Support Staff of the RCMP First Nations Community Policing Service for the Millbrook First Nation and the provision of the Millbrook RCMP First Nations Community Policing Service Detachment in accordance with the terms and conditions set out in the Framework Agreement.

SECTION 5: ROLE AND RESPONSIBILITIES OF THE PROVINCE

5.1 Subject to appropriation by the Legislature, the Province agrees to provide to the RCMP 48% of the Actual Costs of a complement of 2.5 Members and .5 of a Support Staff of the RCMP First Nations Community Policing Service for the Millbrook First Nation and the provision of the Millbrook RCMP First Nations Community Policing Service Detachment in accordance with the terms and conditions set out in the Framework Agreement.

SECTION 6: ROLE AND RESPONSIBILITIES OF THE MILLBROOK BAND COUNCIL

6.1 The Band Council of the Millbrook First Nation or its designated representative will, pursuant to the provisions of this Agreement:

(a) establish a Community Consultive Group within sixty (60) days of the signing of this Agreement;

(b) determine the terms of reference of the Community Consultative Group within sixty (60) days of the signing of this Agreement; and

SECTION 7: COMMUNITY CONSULTIVE GROUP

7.1 The Community Consultive Group to be established by the Millbrook First Nation should be representative of the community and may include participants who are elders, women and youth.

7.2 Consistent with this Agreement, the role and responsibility of the Community Consultive Group will be to:

(a) identify policing issues and concerns to the Commander of the Millbrook RCMP First Nations Community Policing Service Detachment;

(b) work with the Millbrook RCMP First Nations Community Policing Service Detachment in seeking solutions to community issues and concerns; and

(c) work with the RCMP to develop, in consultation with a representative of the Millbrook RCMP First Nations Community Policing Service Detachment, the objectives, priorities, goals, strategies and special projects, such as the RCMP Auxiliary Program, which will assist the community to address specific community issues and concerns.

7.3 The Community Consultive Group will meet as it deems necessary.

SECTION 8: ROLE AND RESPONSIBILITIES OF THE RCMP

8.1 The RCMP will:

(a) assign 2.5 Members and .5 of a Support Staff of the RCMP First Nations Community Policing Service to provide policing services for, or to assist in, the provision of policing services to the Millbrook First Nation pursuant to this Agreement as soon as practicable within 3(Three) months from the signing of this Agreement;

(b) make best efforts to ensure that Members and Support Staff of the RCMP First Nations Community Policing Service assigned to the Millbrook First Nation are culturally compatible with the community;

(c) ensure the process referred to in 8.1(b) will be consensual and be effected through consultation between the Millbrook Band or its respective delegate and the Commanding Officer of the Division or his or her delegate;

(d) ensure that the Members deployed through the RCMP First Nations Community Policing Service will devote all of their on duty time to the policing needs of the Millbrook First Nation and that at least 80% of this time shall be spent within the Millbrook First Nation Territory boundaries;

(e) ensure that the time spent outside of the Millbrook First Nation Territory boundaries by the Members of the RCMP First Nations Community Policing Service will be related to the handling of Millbrook First Nation policing issues, except where an emergency exists, in which case the duties will be determined by the Commander of Millbrook RCMP First Nations Community Policing Service Detachment;

(f) ensure that regular status reports detailing the policing services provided for Millbrook First Nation are supplied on a monthly basis to the Band Council of the Millbrook First Nation or its designated representative and the Community Consultative Group;

(g) ensure that, where it is deemed appropriate, special reports, in addition to the monthly reports, be provided on request, to the Band Council and the Community Consultative Group; and

(h) enforce present or future Band By-Laws enacted by the Millbrook First Nation pursuant to the following sections of the Indian Act R.S.C, 1985, c.I-5:

(i) section 81(1)(b) - the regulation of traffic,

(ii) section 81(1)(c) - the observance of law and order,

(iii) section 81(1)(d) - the prevention of disorderly conduct and nuisances,

(iv) section 81(1)(n) - the regulation of the conduct and activities of hawkers, peddlers or others who enter the reserve to buy, sell or otherwise deal in wares or merchandise,

(v) section 81(1)(o) - the preservation, protection and management of fur-bearing animals, fish and other game on the reserve,

(vi) section 81(1)(p) - the removal and punishment of persons trespassing on the reserve or frequenting the reserve for prohibited purposes,

(vii) section 85.1(a) - prohibiting the sale, barter, supply or manufacture of intoxicants on the reserve,

(viii) section 85.1(b) - prohibiting any person from being intoxicated on the reserve, or

(ix) section 85.1(c) - prohibiting any person from having intoxicants in his possession on the reserve.

(i) provide, in accordance with the Indian Act, a Detachment work station up to a maximum 85 square metres, for the use of the Members of the RCMP First Nations Community Policing Service Detachment who will be providing policing services to the Millbrook First Nation.

8.2 The RCMP will ensure that Members providing service for the Millbrook First Nation receive, in a timely manner, training to allow them to meet the needs of the community. Such training may consist of, but not be limited to family violence, substance abuse, suicide prevention and other areas which are consistent with the policing needs of the Millbrook First Nation.

SECTION 9: ROLE AND RESPONSIBILITIES OF THE RCMP FIRST NATIONS COMMUNITY POLICING SERVICE

9.1 The primary responsibility of the Members deployed through the RCMP First Nations Community Policing Service will be to work in cooperation with the Millbrook First Nation to provide a professional, effective and efficient policing service, in a manner which is responsive and culturally sensitive to that community.

9.2 In addition to the "Role and Responsibilities of the RCMP", as described in Section 8, the Members deployed through the RCMP First Nations Community Policing Service will:

(a) treat all people equally and with respect;

(b) uphold the Canadian Charter of Rights and Freedoms;

(c) serve and protect the community;

(d) work with the community and other agencies to prevent or resolve problems that affect the community safety and quality of life;

(e) establish crime prevention initiatives through community education or assist the community with similar initiatives in their capacity as members of the RCMP-First Nations Community Policing Service;

(f) promote a creative and responsive environment to allow all RCMP Members to deliver community policing services;

(g) enforce the applicable federal and provincial laws and such Band By-Laws referred to in paragraph 8.1(h); and

(h) work with the Community Consultive Group towards the achievement of objectives, priorities, goals, strategies and special projects which will assist the community to address specific community issues and concerns.

9.3 The Millbrook RCMP First Nations Policing Service Detachment shall pay a fee for office facilities provided by the RCMP under paragraph 8.1(i) at an annual rate of $10.00 per square foot($107.64 per square metre); such rent shall form part of the Actual Costs.

SECTION 10: SPECIAL PROVISIONS

10.1 During the term of this Agreement it shall be acknowledged by the Parties that:

(a) the Members assigned to the Millbrook First Nation through the RCMP First Nations Community Policing Service may be absent from time to time due to illness, holidays or other duty related requirements, in which case the Commander of the Millbrook RCMP First Nations Community Policing Service Detachment will ensure that the policing needs of the community are met;

(b) the Commander of the Millbrook RCMP First Nations Community Policing Service Detachment has the authority and responsibility for the personnel who provide the policing services for the Millbrook First Nation; and

(c) concerns regarding the day-to-day policing of the community should be brought to the attention of the Commander of the Millbrook RCMP First Nations Community Policing Service Detachment or the Officer Commanding Truro Sub/Division as may be appropriate under the circumstances.

SECTION 11: INDEMNIFICATION

11.1 The Millbrook First Nation shall indemnify and save harmless Canada and the Province and their respective employees and agents from and against all losses, claims, damages, actions, causes of action, costs and expenses that may arise directly or indirectly out of any act or omission of the Community Consultative Group or its respective members, employees, officers or agents, in the performance of this Agreement. Such indemnity shall survive the Agreement.

11.2 Neither Canada nor the Province shall be responsible for any bodily or personal injury or property damage of any nature whatsoever that may be suffered or sustained by the Millbrook First Nation, the Community Consultative Group and their respective members, employees, officers or agents in the performance of this Agreement.

11.3 Canada shall not be held responsible for any incidental, indirect, special or consequential damages or any loss of use, revenue or profit of the Agreement arising out of or in any way related to this Agreement.

SECTION 12: AMENDMENT

12.1 This Agreement may be amended from time to time by written agreement of all Parties.

SECTION 13: TERMINATION

13.1 Any of the Parties may terminate this Agreement with regard to the RCMP First Nations Community Policing Service by giving the other Parties twelve (12) months notice in writing.

SECTION 14: NOTICES

14.1 Any notice or other document required or permitted to be given by one Party to the other Party under this Agreement will be in writing and shall be communicated by registered mail addressed to:

(a) Canada:

Solicitor General Canada
Aboriginal Policing Directorate
340 Laurier Avenue West, 11th floor
Ottawa, Ontario
K1A 0P8
Fax: 613-991-0961

(b) the Province:

Nova Scotia Department of Justice
Policing Services Division
6th Floor
1690 Hollis Street
P.O. Box 217, Station "M"
Halifax, Nova Scotia
B3J 2M4

(c) Millbrook First Nation:
Millbrook Band Council
P.O. Box 634,
Truro, Nova Scotia
B2N 5E5
Fax: 604-893-4785

SECTION 15: SAVING PROVISION

15.1 Nothing in this Agreement is in any way intended to replace or amend any obligation that either Party is bound by or required to perform by operation of law.

15.2 Nothing in this Agreement shall abrogate or derogate from any Aboriginal, treaty, constitutional or other rights which have accrued or may accrue to any of the Parties.

SECTION 16: DISPUTES

16.1 Any new issue, matter of general concern or dispute arising under this Agreement shall be a matter for consultation and resolution between the Solicitor General, the Minister and the Millbrook First Nation in such manner as they shall see fit.

IN WITNESS WHEREOF the Parties have executed this Agreement as of the day and year first written above.

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

Solicitor General of Canada

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF NOVA SCOTIA

Minister responsible for Aboriginal Affairs for Nova Scotia

Minister of Justice and Attorney General of Nova Scotia

THE MILLBROOK FIRST NATION:

The Chief of the Millbrook Band

ROYAL CANADIAN MOUNTED POLICE AS REPRESENTED BY THE COMMISSIONER

Commissioner

SECTION 6

AGREEMENT BETWEEN

CANADA - SASKATCHEWAN

AND THE

BEARDY'S & OKEMASIS FIRST NATION

FOR THE

ROYAL CANADIAN MOUNTED POLICE -

FIRST NATIONS COMMUNITY POLICING SERVICE

THIS AGREEMENT MADE THE 21 DAY OF JUNE, 1995

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED
BY THE SOLICITOR GENERAL OF CANADA
(hereinafter referred to as "Canada")

of the first part

- AND -

HER MAJESTY THE QUEEN IN RIGHT OF
THE PROVINCE OF SASKATCHEWAN
AS REPRESENTED BY THE MINISTER OF JUSTICE OF SASKATCHEWAN
(hereinafter referred to as the "Province")

of the second part

- AND -

THE BEARDY'S & OKEMASIS FIRST NATION, AS REPRESENTED BY ITS CHIEF
(herein referred to as the "Beardy's & Okemasis First Nation")

of the third part

WHEREAS the Parties wish to cooperate in the provision of effective, efficient, professional and culturally responsive policing services within the Beardy's & Okemasis First Nation Territory consistent with the needs of the Beardy's & Okemasis First Nation, the First Nations Policing Policy, the Commissioner's formal statement on RCMP community policing, RCMP service standards and the Province's policy for First Nations Policing;

WHEREAS the Parties recognize the shared responsibilities to maintain peace and good order in First Nations Territories, and that the Beardy's & Okemasis First Nation has a role in the determination of the level and quality of the policing services which they receive and that a tripartite agreement will give concrete expression to this role;

WHEREAS the Parties recognize that the policing services provided through the RCMP First Nations Community Policing Service include the enforcement of applicable federal and provincial statutes as well as applicable present or future Band By-Laws enacted pursuant to the Indian Act, R.S.C., 1985,c.I-5 for any of the purposes specified in this Agreement, the prevention of crime and the maintenance of order;

WHEREAS the Parties recognize that nothing in this Agreement shall abrogate or derogate from any Aboriginal, treaty, constitutional or other rights which have accrued or may accrue to any of the Parties;

WHEREAS it is understood that the goal of the Beardy's & Okemasis First Nation is to establish a First Nation administered Police Service for the Beardy's & Okemasis First Nations and this Agreement is entered into as an interim measure to facilitate the planning and orderly transition from the current policing services to a First Nation administered Police Service;

AND WHEREAS the Parties wish to, subject to and in accordance with the terms of this Agreement, enter into this Agreement to enable peace officers deployed under the RCMP First Nations Community Policing Service to provide policing services for the Beardy's & Okemasis First Nation.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

SECTION 1: DEFINITIONS

1.1 For the purposes of this Agreement, each of the following terms shall, unless the context otherwise requires, have the meaning set out beside it.

"**Actual Costs**" means those direct and indirect costs, as described in section 8 of the Framework Agreement entered into between Canada, the Province and the Federation of Saskatchewan Indian Nations on May 18, 1993, incurred by the RCMP in providing policing services to First Nation communities through the RCMP First Nation Community Policing Service during the term of this Agreement;

"**Band Council**" means the council of the Beardy's & Okemasis First Nation;

"**Beardy's & Okemasis First Nation**" means the Beardy's & Okemasis Band number 369 which has been established pursuant to the Indian Act;

"**Beardy's & Okemasis First Nation Territory**" means the Beardy's & Okemasis Reserve numbers 96 & 97 which are "reserves" as defined in subsection 2(1) of the Indian Act;

"**By-Law**" means the by-laws enacted by the Band Councils of the Beardy's & Okemasis First Nation pursuant to the Indian Act;

"**Commander of the Rosthern Detachment**" means the RCMP Member in charge of the Rosthern Detachment who manages the physical, financial and human resources of the Detachment;

"**Commanding Officer**" means the officer of the RCMP, resident in the Province, appointed by the Commissioner to command the Division;

"**Commissioner**" means the Commissioner of the Royal Canadian Mounted Police;

"**Division**" means the organizational component of the RCMP that is responsible for law enforcement and the prevention of crime in the Province;

"**First Nations Policing Policy**" means the federal First Nations Policing Policy announced by the Solicitor General of Canada and the Minister of Indian Affairs and Northern Development on June 27, 1991;

"**Fiscal Year**" means the twelve month period beginning on April 1 in any year and ending on March 31 in the next year;

"**Member**" means any member of the RCMP appointed pursuant to the Royal Canadian Mounted Police Act and any regulations made pursuant thereto and without limitation includes any regular member, special constable, special constable member, and civilian so appointed;

"**Minister**" means the Minister of the Province of Saskatchewan responsible for policing services in the Province;

"**Parties**" means Canada, the Province and the Beardy's & Okemasis First Nation;

"**Police Management Board**" means the group established under section 7 of this Agreement;

"**Province**" means the Province of Saskatchewan;

"RCMP" means the police force for Canada continued under the Royal Canadian Mounted Police Act, and known as the Royal Canadian Mounted Police;

"**Rosthern Detachment**" means the organizational component of the Division of the RCMP which is assigned responsibility, for the provision of police services within the Beardy's & Okemasis First Nations and that has prescribed territorial boundaries and includes the Beardy's & Okemasis RCMP First Nations Community Police Service.

1.2 The singular number includes the plural and the plural number includes the singular where such is consistent with the context.

SECTION 2: APPLICATION

2.1 This Agreement applies to the provision of policing services for Beardy's & Okemasis First Nation and the establishment of the Beardy's & Okemasis RCMP First Nations Community Police Service and forms part of Schedule "B" to the Framework Agreement between Canada, the Province and the Federation of Saskatchewan Indian Nations regarding the provision of the RCMP First Nations Community Policing Service in the Province.

2.2 This Agreement is made pursuant to the Framework Agreement for the RCMP First Nations Community Policing Service entered into between Canada, the Province and the Federation of Saskatchewan Indian Nations on May 18, 1993 (hereinafter referred to as the "Framework Agreement"). Unless this Agreement expressly makes arrangements otherwise, all the provisions of the Framework Agreement apply to this Agreement.

SECTION 3: TERM OF AGREEMENT

3.1 Notwithstanding the date on which this Agreement is executed, this Agreement comes into force on November 1, 1994 and continues in force until March 31, 1997, unless it is terminated pursuant to section 14 of this Agreement.

3.2 Upon the written agreement of the Parties, the provisions of this Agreement will remain in force pending its renewal, extension or renegotiation.

SECTION 4: ROLE AND RESPONSIBILITIES OF CANADA

4.1 Subject to appropriation by Parliament, Canada agrees to provide to the RCMP 52% of the Actual Costs of a complement of two(2) Members of the RCMP First Nations Community Policing Service for the Beardy's & Okemasis First Nation and the provision of the Beardy's & Okemasis RCMP First Nations Community Police Service in accordance with the terms and conditions set out in the Framework Agreement.

4.2 In addition to the Actual Costs set out in subsection 4.1 and subject to appropriation by Parliament, Canada agrees to provide to the Beardy's & Okemasis First Nation:

(a) on April 1 of each Fiscal Year, an amount not to exceed $2080 in each Fiscal Year for the costs of the Police Management Board described in section 7; this amount represents 52% of the estimated annual costs of the Police Management Board and includes the honorarium and travel costs of its members as well as the liability insurance referred to in Sections 12.4 and 12.5; and

(b) on April 1 of each Fiscal Year, an amount not to exceed $7,800 in each Fiscal Year for the costs of the Community Support Services described in section 8; this amount represents 52% of the estimated annual costs of the Community Support Services and includes $1,000 per month for the salaries or honorarium and $3,000 per year in travel costs of its members as well as the liability insurance referred to in Section 12.4 and 12.5.

SECTION 5: ROLE AND RESPONSIBILITIES OF THE PROVINCE

5.1 Subject to appropriation by the Legislature, the Province agrees to provide to the RCMP 48% of the Actual Costs of a complement of two(2) Members of the RCMP First Nations Community Policing Service for the Beardy's & Okemasis First Nation and the provision of the Beardy's & Okemasis RCMP First Nations Community Police Service in accordance with the terms and conditions set out in the Framework Agreement.

5.2 In addition to the Actual Costs set out in subsection 5.1 and subject to appropriation by the Provincial Legislature, the Province agrees to provide to the Beardy's & Okemasis First Nation:

(a) on a quarterly basis commencing April 1 of each Fiscal Year, an amount not to exceed $1920 in each Fiscal Year for the costs of the Police Management Board described in section 7; this amount represents 48% of the estimated annual costs of the Police Management Board and includes the honorarium and travel costs of its members as well as the liability insurance referred to in Sections 12.4 and 12.5; and

(b) on a quarterly basis commencing April 1 of each Fiscal Year, an amount not to exceed $7,200 in each Fiscal Year for the costs of the Community Support Services described in section 8; this amount represents 48% of the estimated annual costs of the Community Support Services and includes $1,000 per month for the salaries or honorarium and $3,000 per year in travel costs of its members as well as the liability insurance referred to in Sections 12.4 and 12.5.

5.3 During the term of this Agreement, the Province will provide, at the end of each Fiscal Year, to the Beardy's & Okemasis First Nation copies of the appropriate documents which identify costs billed to Canada and the Province for the policing services provided to the Beardy's & Okemasis First Nation by the RCMP First Nations Community Policing Service.

SECTION 6: ROLE AND RESPONSIBILITIES OF THE BEARDY'S & OKEMASIS FIRST NATION

6.1 The Beardy's & Okemasis First Nation or its designated representative shall, pursuant to the provisions of this Agreement:

(a) establish a Police Management Board within fifteen (15) days of the signing of this Agreement;

(b) determine the terms of reference of the Police Management Board within fifteen (15) days of the signing of this Agreement;

(c) use the funds provided by Canada and the Province under this Agreement only for the purposes for which they were provided;

(d) maintain financial records with respect to the funds referred to in section 6.1(c) in accordance with generally accepted accounting principles as prescribed in the Canadian Institute of Chartered Accountant's Handbook, and the financial management regulations of the Beardy's & Okemasis First Nation, including proper records of all expenditures made by the recipient in connection with the project and the invoices, receipts and vouchers relating thereto;

(e) on or before May 31 of each Fiscal Year during the term of this Agreement, submit to Canada and the Province, in a form acceptable to Canada and the Province, a financial statement covering the Fiscal Year, showing the complete disposition of the funds for the past Fiscal Year;

(f) upon submission of the financial statement referred to in paragraph (e) and in the event that the monies advanced exceed the eligible costs incurred during the Fiscal Year, return to Canada and the Province, an amount equal to any surplus funds not expended or accounted for at the end of the Fiscal Year unless there is approval in writing by Canada and the Province to retain these funds solely for the purposes for which they were provided.

6.2 The Beardy's & Okemasis First Nation or its designated representative shall provide the following facilities that meet the needs of the RCMP First Nations Community Policing Service and that are to the satisfaction of the Commissioner at the following locations and up to the following limits:

(a) at the Beardy's & Okemasis First Nation, police office facilities to a maximum of 500 square feet; and

(b) at Beardy's & Okemasis First Nation, two(2) residences for the use of the RCMP First Nations Community Policing Service Members.

SECTION 7: POLICE MANAGEMENT BOARD

7.1 The Police Management Board to be established by the Beardy's & Okemasis First Nation should be representative of the community and may include participants who are Elders, women, and youth.

7.2 Consistent with this Agreement, the role and responsibilities of the Police Management Board will be to:

(a) identify policing issues and concerns of the community to a representative of the Beardy's & Okemasis RCMP First Nations Community Police Service;

(b) work with the Beardy's & Okemasis RCMP First Nations Community Police Service in seeking solutions to community issues and concerns;

(c) work with the RCMP to develop, in consultation with a representative of the Beardy's & Okemasis RCMP First Nations Community Police Service, the objectives, priorities, goals, strategies, special projects and a periodic evaluation of the police services which will assist the community and the police service to address specific community issues and concerns; and

(d) identify desirable attributes for Members of the RCMP First Nations Community Policing Service who are to be considered for deployment to the Beardy's & Okemasis RCMP First Nations Community Police Service.

7.3 The Police Management Board shall meet at least once per month during the first year that this Agreement is in effect and at least once every two months during the second and third year of this Agreement.

7.4 The extraordinary costs that the members of the Police Management Board may incur in travelling to necessary meetings, conferences and seminars and that are not covered by the funding provided for in paragraphs 4.2(a) and 5.2(a) of this Agreement will be subject to discussions between the Parties.

7.5 The Police Management Board for the Beardy's & Okemasis First Nation shall consist of no less than four(4) members who shall perform their duties as employees of the Beardy's & Okemasis First Nation.

7.6 The members of the Police Management Board shall receive training and instruction from the Province commensurate with their duties and responsibilities.

SECTION 8: COMMUNITY SUPPORT SERVICES

8.1 The Community Support Services for the RCMP First Nation Community Policing Service will be provided by one or more Elders from the Beardy's & Okemasis First Nation who shall perform their duties as employees of the Beardy's & Okemasis First Nation.

8.2 The Beardy's & Okemasis First Nation agree to supply to the RCMP and the Police Management Board a list of candidates who may be suitable for that function.

8.3 The one or more Elders will be selected by the Police Management Board in consultation with the Commander of the Rosthern Detachment.

8.4 The Community Support Services will act as a liaison between the community and the Beardy's & Okemasis RCMP First Nations Community Police Service and in so doing, enhance the role of the police in the community. In particular, the Community Support Services will:

(a) provide Members of the Beardy's & Okemasis RCMP First Nations Community Police Service with spiritual and cultural advice on sensitive issues within the community;

(b) identify community resources that may be utilized in handling sensitive community issues; and

(c) facilitate workshops, meetings and discussions that will enhance and encourage the level of communication within the community on police related issues.

8.5 The Community Support Services collectively will perform the duties set out in section 8.4 for a minimum of 20 hours per week.

SECTION 9: ROLE AND RESPONSIBILITIES OF THE RCMP

9.1 The RCMP will:

(a) Assign two(2) Members of the RCMP First Nations Community Policing Service to provide policing services for, or to assist in, the provision of policing services for the Beardy's & Okemasis First Nation pursuant to this Agreement as soon as practicable within three (3) months from the signing of this Agreement;

(b) make best efforts to ensure that Members of the RCMP First Nations Community Policing Service assigned to the Beardy's & Okemasis First Nation are culturally compatible with this community;

(c) ensure that the process referred to in 9.1(b) will be consensual and be effected through consultation between the Police Management Board and the Commanding Officer or his or her designate;

(d) ensure that the Members deployed through the RCMP First Nations Community Policing Service will devote all of their on duty time to the policing needs of the Beardy's & Okemasis First Nation and at least 80% of this time shall be spent within the boundaries of the Beardy's & Okemasis First Nation Territory as defined in this Agreement;

(e) ensure that the time spent outside of the community boundaries by the Members of the RCMP First Nations Community Policing Service will be related to the handling of the Beardy's & Okemasis First Nation policing issues, except where an emergency exists, in which case the duties will be determined by the Commander of the Rosthern Detachment;

(f) ensure that regular status reports detailing the policing services provided for the Beardy's & Okemasis First Nation are supplied on a monthly basis to the Band Council or its designated representative and the Police Management Board;

(g) ensure that, where it is deemed appropriate, special reports, in addition to the monthly reports, be provided on request, to the Band Council and the Police Management Board;

(h) enforce present or future Band By-Laws enacted by the Beardy's & Okemasis First Nation pursuant to the following sections of the Indian Act (R.S.C, 1985, c. I-5):

(i) section 81(1)(b) - the regulation of traffic,

(ii) section 81(1)(c) - the observance of law and order,

(iii) section 81(1)(d) - the prevention of disorderly conduct and nuisances,

(iv) section 81(1)(p) - the removal and punishment of persons trespassing on the reserve or frequenting the reserve for prohibited purposes,

(v) section 85.1(a) - prohibiting the sale, barter, supply or manufacture of intoxicants on the reserve of the band,

(vi) section 85.1(b) - prohibiting any person from being intoxicated on the reserve,

(vii) section 85.1(c) - prohibiting any person from having intoxicants in his possession on the reserve;

(i) pay a fee for use of police office facilities provided by the Beardy's & Okemasis First Nation under paragraph 6.2(a) at an annual rate of $10.00 per square foot ($107.64 per square meter); such fee shall form part of the Actual Costs; and

(j) pay a fee for use of residences when provided by the Beardy's & Okemasis First Nation under paragraph 6.2(b) at a rate to be agreed to by the parties in an agreement with the RCMP; such fee shall form part of the Actual Costs.

9.2 The RCMP will ensure that Members providing service for the Beardy's & Okemasis First Nation receive, in a timely manner, training to allow them to meet the needs of this community. Such training may consist of, but not be limited to family violence, substance abuse, suicide prevention and other areas which are consistent with the policing needs of Beardy's & Okemasis First Nation.

SECTION 10: ROLE AND RESPONSIBILITIES OF THE RCMP FIRST NATIONS COMMUNITY POLICING SERVICE

10.1 The primary responsibility of the Members deployed through the RCMP First Nations Community Policing Service will be to work in cooperation with the Beardy's & Okemasis First Nation to provide a professional, effective and efficient policing service, in a manner which is responsive and culturally sensitive to this community.

10.2 In addition to the "Role and Responsibilities of the RCMP", as described in Section 9, the Members deployed through the RCMP First Nations Community Policing Service will:

(a) treat all people equally and with respect;

(b) uphold the Canadian Charter of Rights and Freedoms;

(c) serve and protect the community;

(d) work with the community and other agencies to prevent or resolve problems that affect the community's safety and quality of life;

(e) establish crime prevention initiatives through community education or assist the community with similar initiatives in their capacity as members of the RCMP First Nations Community Policing Service;

(f) promote a creative and responsive environment to allow all RCMP Members to deliver community policing services;

(g) enforce the applicable federal and provincial laws and such Band By-Laws referred to in paragraph 9.1(h);

(h) work with the Police Management Board towards the achievement of objectives, priorities, goals, strategies, special projects and a periodic evaluation of the police services which will assist the community and the police service to address specific community issues and concerns; and

(i) live in the community when suitable accommodation which meets the needs of the RCMP First Nations Community Policing Service is available, unless it is otherwise agreed to upon mutual consent of both the Member of the RCMP First Nations Community Policing Service affected and the Police Management Board that the particular Member may live outside the community.

SECTION 11: SPECIAL PROVISIONS

11.1 During the term of this Agreement it shall be acknowledged by the Parties that:

(a) the Members assigned to the Beardy's & Okemasis First Nation through the RCMP First Nations Community Policing Service may be absent from time to time due to illness, holidays or other duty related requirements, in which case the Commander of the Rosthern Detachment will ensure that the policing needs of the community are met;

(b) the Commander of the Rosthern Detachment has the authority and responsibility for the personnel who provide the policing services for the Beardy's & Okemasis First Nation; and

(c) concerns regarding the day-to-day policing of the community should be brought to the attention of the Commander of the Rosthern Detachment or a Member of the Beardy's & Okemasis RCMP First Nations Community Police Service as may be appropriate under the circumstances.

SECTION 12: INDEMNIFICATION

12.1 The Beardy's & Okemasis First Nation shall indemnify and save harmless Canada and the Province and their respective employees and agents from and against all losses, claims, damages, actions, causes of action, costs and expenses that may arise directly or indirectly out of any act or omission of the Police Management Board or the Community Support Services or their respective members, employees, officers or agents, in the performance of this Agreement. Such indemnity shall survive the Agreement.

12.2 Neither Canada nor the Province shall be responsible for any bodily or personal injury or property damage of any nature whatsoever that may be suffered or sustained by the respective Band Councils, the Police Management Board, the Community Support Services and their respective members, employees, officers or agents in the performance of this Agreement.

12.3 Canada shall not be held responsible for any incidental, indirect, special or consequential damages or any loss of use, revenue or profit arising out of or in any way related to this Agreement.

12.4 The Beardy's & Okemasis First Nation shall, without limiting their obligations herein, insure the operations of the Police Management Board and Community Support Services under a contract of comprehensive or commercial general liability, with an insurer in the Province, in an amount of not less than $1,000,000.00 per occurrence insuring against bodily injury, personal injury and property damage including loss or use thereof. Such insurance shall include a blanket contractual liability.

12.5 Proof of all required insurance in a form acceptable to Canada and the Province shall be promptly provided to Canada and the Province upon request.

SECTION 13: AMENDMENT

13.1 This Agreement may be amended from time to time by written agreement of all Parties.

SECTION 14: TERMINATION

14.1 The Parties may terminate this Agreement with regard to the RCMP First Nations Community Policing Service by giving the other Parties twelve (12) months notice in writing.

14.2 Upon termination of this Agreement by any party, the Beardy's & Okemasis First Nation agrees to refund all unexpended funds to Canada and the Province within ninety (90) days of the effective date of termination of this Agreement unless there is approval in writing from Canada and the Province to retain these funds solely for the purposes for which they were provided.

SECTION 15: NOTICES

15.1 Any notice or other document required or permitted to be given by one Party to the other Party under this Agreement will be in writing and shall be communicated by registered mail addressed to:

(a) Canada:

Ministry of the Solicitor General
Aboriginal Policing Directorate
340 Laurier Avenue West, 11th floor
Ottawa, Ontario
K1A 0P8
Fax: 613-991-0961

(b) the Province:

Department of Justice of Saskatchewan
1874 Scarth Street
Regina, Saskatchewan
S4P 3V7
Fax: 306-787-9111

(c) Beardy's & Okemasis First Nation:

The Chief and Council
Beardy's & Okemasis First Nation
P.O. Box 340
Duck Lake, Saskatchewan
S0K 1J0

SECTION 16: SAVING PROVISION

16.1 Nothing in this Agreement is in any way intended to replace or amend any obligation that either Party is bound by or required to perform by operation of law.

16.2 Nothing in this Agreement shall abrogate or derogate from any Aboriginal, treaty, constitutional or other rights which have accrued or may accrue to any of the Parties.

SECTION 17: DISPUTES

17.1 Any new issue, matter of general concern or dispute arising under this Agreement shall be a matter for consultation and resolution between the Solicitor General, the Minister and the Beardy's & Okemasis First Nation in such manner as they shall see fit.

IN WITNESS WHEREOF the Parties have executed this Agreement as of the day and year first written above.

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

Solicitor General of Canada

Witness

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF SASKATCHEWAN

Minister of Justice

Witness

BEARDY'S & OKEMASIS FIRST NATION AS REPRESENTED BY ITS CHIEF

Chief

Witness

ROYAL CANADIAN MOUNTED POLICE AS REPRESENTED BY THE COMMISSIONER

Commissioner

Witness

SECTION 7

AGREEMENT BETWEEN

CANADA - NOVA SCOTIA

AND THE

SHUBENACADIE FIRST NATION

FOR THE

ROYAL CANADIAN MOUNTED POLICE -

FIRST NATIONS COMMUNITY POLICING SERVICE

THIS INTERIM AGREEMENT MADE THE 18th DAY OF JULY, 1995

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY THE SOLICITOR GENERAL OF CANADA

(hereinafter referred to as "Canada")

of the first part

- AND -

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF NOVA SCOTIA AS REPRESENTED BY THE MINISTER RESPONSIBLE FOR ABORIGINAL AFFAIRS AND BY THE MINISTER OF JUSTICE AND ATTORNEY GENERAL OF NOVA SCOTIA

(hereinafter referred to as the "Province")

of the second part

- AND -

THE SHUBENACADIE FIRST NATION, AS REPRESENTED BY ITS CHIEF

(hereinafter referred to as the "Shubenacadie First Nation")

of the third part

WHEREAS the Parties wish to cooperate in the provision of effective, efficient, professional and culturally responsive policing services within the Shubenacadie First Nation Territory consistent with the needs of Shubenacadie First Nation, the federal First Nations Policing Policy, the Commissioner's formal statement on RCMP community policing, RCMP service standards and the Province's policy for First Nations policing;

WHEREAS the Parties recognize that Shubenacadie First Nation has a role in the determination of the level and quality of the policing services which it receives and that this tripartite agreement will give concrete expression to this role;

WHEREAS the Parties recognize that the policing services provided through the RCMP First Nations Community Policing Service include the enforcement of applicable federal and provincial statutes as well as applicable present or future Band By-Laws enacted pursuant to the Indian Act, R.S.C, 1985, c. I-5 for any of the purposes specified in this Agreement, the prevention of crime and the maintenance of order;

WHEREAS the Parties recognize that nothing in this Agreement shall abrogate or derogate from any Aboriginal, treaty, constitutional or other rights which have accrued or may accrue to any of the Parties;

WHEREAS it is understood that the goal of the Shubenacadie First Nation is to establish for its reserve lands a First Nation administered police service and that Canada and the Province are committed toward the goal of establishing and funding such an aboriginal police service, to be operative within fifteen (15) months;

WHEREAS this Agreement is entered into as an interim measure to facilitate the planning and orderly transition from the current policing services to a First Nation administered police service;

AND WHEREAS the parties wish to, subject to and in accordance with the terms of this Agreement, enter into this Agreement to enable peace officers deployed under the RCMP First Nations Community Policing Service to provide policing services for the Shubenacadie First Nation.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

SECTION 1: DEFINITIONS

1.1 For the purposes of this Agreement, each of the following terms shall, unless the context otherwise requires, have the meaning set out beside it.

"**Actual Costs**" means those direct and indirect costs, as described in article 10 of the Framework Agreement entered into between Canada and the Province as of March 31, 1995, incurred by the RCMP in providing policing services to First Nation communities through the RCMP First Nation Community Policing Services during the term of this Agreement;

"**By-Law**" means the by-laws enacted by the Band Council of the Shubenacadie First Nation pursuant to the Indian Act, R.S.C. 1985, c. I-5;

"**Band Council**" means the Band Council of the Shubenacadie Band;

"**Commander of the Indian Brook RCMP First Nations Community Policing Service Detachment**" means the RCMP Member in charge of the Indian Brook RCMP First Nations Community Policing Service Detachment, who manages the physical, financial and human resources of the Detachment and who reports to the Officer Commanding Truro Sub/Division;

"**Commanding Officer**" means the officer of the RCMP, resident in the Province, appointed by the Commissioner to command the Division;

"**Commissioner**" means the Commissioner of the Royal Canadian Mounted Police;

"**Community Consultative Group**" means the group established under section 7 of this Agreement;

"**Division**" means the organizational component of the RCMP that is responsible for law enforcement and the prevention of crime in the Province;

"**First Nations Policing Policy**" means the federal First Nations Policing Policy announced by the Solicitor General of Canada and the Minister of Indian Affairs and Northern Development on June 27, 1991;

"**Indian Brook RCMP First Nations Community Policing Service Detachment**" means the organizational component of the sub-division or Division of the RCMP which is assigned the prime responsibility for the provision of police services within the Shubenacadie First Nation Territory;

"**Member**" means any member of the RCMP appointed pursuant to the Royal Canadian Mounted Police Act, and any regulations made pursuant thereto and without limitation includes any regular member, special constable, special constable member, and civilian so appointed;

"**Minister**" means the Minister of the Province of Nova Scotia responsible for policing services in the Province;

"**Officer Commanding Truro Sub/Division**" means the officer responsible for the management of Detachments within an organizational component of the Division which includes the Indian Brook RCMP First Nations Community Policing Service Detachment.

"**Province**" means the Province of Nova Scotia;

"**RCMP**" means the police force for Canada continued under the Royal Canadian Mounted Police Act, and known as the Royal Canadian Mounted Police;

"**Shubenacadie First Nation**" means the Shubenacadie Band number 25, which has been established pursuant to the Indian Act;

"**Shubenacadie First Nations Territory**" for the purposes of this Agreement only means the Indian Brook Reserve No. 14, which is a "reserve" as defined in subsection 2(1) of the Indian Act;

1.2 The singular number includes the plural and the plural number includes the singular where such is consistent with the context.

SECTION 2: APPLICATION

2.1 This Agreement is made pursuant to the Framework Agreement for the RCMP First Nations Community Policing Service entered into between Canada and the Province dated as of March 31, 1995 (hereinafter referred to as the "Framework Agreement"). Unless this Agreement expressly makes arrangements otherwise, all the provisions of the Framework Agreement apply to this Agreement.

2.2 This Agreement applies to the provision of policing services for the Shubenacadie First Nation and the establishment of the Indian Brook RCMP First Nations Community Policing Service Detachment and forms part of Schedule "B" to the Framework Agreement between Canada and the Province regarding the provision of the RCMP First Nations Community Policing Service in the Province.

SECTION 3: TERM OF AGREEMENT

3.1 Notwithstanding the date on which this Agreement is executed, this Agreement comes into force on March 31, 1995 and continues in force until June 30, 1996 unless it is terminated pursuant to section 13 of this Agreement.

3.2 Upon the written agreement of the Parties, the provisions of this Agreement will remain in force pending its renewal, extension or renegotiation.

SECTION 4: ROLE AND RESPONSIBILITIES OF CANADA

4.1 Subject to appropriation by Parliament, Canada agrees to provide to the RCMP 52% of the Actual Costs of a complement of five (5) Members and one (1) Support Staff of the RCMP First Nations Community Policing Service for the Shubenacadie First Nation Territory and the provision of the Indian Brook RCMP First Nations Community Policing Service Detachment in accordance with the terms and conditions set out in the Framework Agreement.

SECTION 5: ROLE AND RESPONSIBILITIES OF THE PROVINCE

5.1 Subject to appropriation by the Legislature, the Province agrees to provide to the RCMP 48% of the Actual Costs of a complement of five (5) Members and one (1) Support Staff of the RCMP First Nations Community Policing Service for the Shubenacadie First Nation Territory and the provision of the Indian Brook RCMP First Nations Community Policing Service Detachment in accordance with the terms and conditions set out in the Framework Agreement.

SECTION 6: ROLE AND RESPONSIBILITIES OF THE SHUBENACADIE BAND COUNCIL

6.1 The Band Council of the Shubenacadie First Nation or its designated representative will, pursuant to the provisions of this Agreement:

(a) establish a Community Consultative Group within sixty (60) days of the signing of this Agreement;

(b) determine the terms of reference of the Community Consultative Group within sixty (60) days of the signing of this Agreement.

6.2 The Shubenacadie First Nation or its designated representative shall provide police office facilities that meet the needs of the RCMP First Nations Community Policing Service and that are to the satisfaction of the Commissioner to a maximum of 600 square feet at the Shubenacadie First Nation Territory.

SECTION 7: COMMUNITY CONSULTATIVE GROUP

7.1 The Community Consultative Group to be established by the Shubenacadie First Nation should be representative of the community and may include participants who are elders, women and youth.

7.2 Consistent with this Agreement, the role and responsibility of the Community Consultative Group will be to:

(a) identify policing issues and concerns to a representative of the Indian Brook RCMP First Nations Community Policing Service Detachment;

(b) work with the Indian Brook RCMP First Nations Community Policing Service Detachment in seeking solutions to community issues and concerns; and

(c) work with the RCMP to develop, in consultation with a representative of the Indian Brook RCMP First Nations Community Policing Service Detachment, the objectives, priorities, goals, strategies and special projects, such as the RCMP Auxiliary Program, which will assist the community to address specific community issues and concerns.

7.3 The Community Consultative Group will meet as it deems necessary.

SECTION 8: ROLE AND RESPONSIBILITIES OF THE RCMP

8.1 The RCMP will:

(a) assign five (5) Members and one (1) Support Staff of the RCMP First Nations Community Policing Service to provide policing services for, or to assist in, the provision of policing services to the Shubenacadie First Nation Territory pursuant to this Agreement as soon as practicable within six (6) months from the signing of this Agreement;

(b) make best efforts to ensure that Members and Support Staff of the RCMP First Nations Community Policing Service assigned to the Shubenacadie First Nation Territory are culturally compatible with the community;

(c) ensure the process referred to in 8.1(b) will be consensual and be effected through consultation between the Shubenacadie Band Council or its respective delegate and the Commanding Officer of the Division or his or her delegate;

(d) ensure that the Members deployed through the RCMP First Nations Community Policing Service will devote all of their on duty time to the policing needs of the Shubenacadie First Nation Territory and that at least 80% of this time shall be spent within the Shubenacadie First Nation Territory boundaries;

(e) ensure that the time spent outside of the Shubenacadie First Nation Territory boundaries by the Members of the RCMP First Nations Community Policing Service will be related to the handling of Shubenacadie First Nation policing issues, except where an emergency exists, in which case the duties will be determined by the Commander of Indian Brook RCMP First Nations Community Policing Service Detachment;

(f) ensure that regular status reports detailing the policing services provided for Shubenacadie First Nation are supplied on a monthly basis to the Band Council of the Shubenacadie First Nation or its designated representative and the Community Consultative Group;

(g) ensure that, where it is deemed appropriate, special reports, in addition to the monthly reports, be provided on request, to the Band Council and the Community Consultative Group; and

(h) enforce present or future Band By-Laws enacted by the Shubenacadie First Nation pursuant to the following sections of the Indian Act R.S.C, 1985, c.I-5:

(i) section 81(1)(b) - the regulation of traffic,

(ii) section 81(1)(c) - the observance of law and order,

(iii) section 81(1)(d) - the prevention of disorderly conduct and nuisances,

(iv) section 81(1)(n) - the regulation of the conduct and activities of hawkers, peddlers or others who enter the reserve to buy, sell or otherwise deal in wares or merchandise,

(v) section 81(1)(o) - the preservation, protection and management of fur-bearing animals, fish and other game on the reserve,

(vi) section 81(1)(p) - the removal and punishment of persons trespassing on the reserve or frequenting the reserve for prohibited purposes,

(vii) section 85.1(a) - prohibiting the sale, barter, supply or manufacture of intoxicants on the reserve,

(viii) section 85.1(b) - prohibiting any person from being intoxicated on the reserve, or

(ix) section 85.1(c) - prohibiting any person from having intoxicants in his possession on the reserve.

8.2 The RCMP will ensure that Members providing service for the Shubenacadie First Nation Territory receive, in a timely manner, training to allow them to meet the needs of the community. Such training may consist of, but not be limited to family violence, substance abuse, suicide prevention and other areas which are consistent with the policing needs of the Shubenacadie First Nation.

SECTION 9: ROLE AND RESPONSIBILITIES OF THE RCMP FIRST NATIONS COMMUNITY POLICING SERVICE

9.1 The primary responsibility of the Members deployed through the RCMP First Nations Community Policing Service will be to work in cooperation with the Shubenacadie First Nation to provide a professional, effective and efficient policing service, in a manner which is responsive and culturally sensitive to that community.

9.2 In addition to the "Role and Responsibilities of the RCMP", as described in Section 8, the Members deployed through the RCMP First Nations Community Policing Service will:

(a) treat all people equally and with respect;

(b) uphold the Canadian Charter of Rights and Freedoms;

(c) serve and protect the community;

(d) work with the community and other agencies to prevent or resolve problems that affect the community safety and quality of life;

(e) establish crime prevention initiatives through community education or assist the community with similar initiatives in their capacity as members of the RCMP-First Nations Community Policing Service;

(f) promote a creative and responsive environment to allow all RCMP Members to deliver community policing services;

(g) enforce the applicable federal and provincial laws and such Band By-Laws referred to in paragraph 8.1(h);

(h) work with the Community Consultative Group towards the achievement of objectives, priorities, goals, strategies and special projects which will assist the community to address specific community issues and concerns; and

(i) acknowledge the existing aboriginal and treaty rights recognized and affirmed in Section 35 of the Constitution Act 1982.

9.3 The Indian Brook RCMP First Nations Policing Service Detachment shall pay a fee for use of police office facilities provided by the Shubenacadie First Nation under subsection 6.2 at an annual rate of $10.00 per square foot($107.64 per square metre); such fee shall form part of the Actual Costs.

SECTION 10: SPECIAL PROVISIONS

10.1 During the term of this Agreement it shall be acknowledged by the Parties that:

(a) the Members assigned to the Shubenacadie First Nation through the RCMP First Nations Community Policing Service may be absent from time to time due to illness, holidays or other duty related requirements, in which case the Commander of the Indian Brook RCMP First Nations Community Policing Service Detachment will ensure that the policing needs of the community are met;

(b) the Commander of the Indian Brook RCMP First Nations Community Policing Service Detachment has the authority and responsibility for the personnel who provide the policing services for the Shubenacadie First Nation; and

(c) concerns regarding the day-to-day policing of the community should be brought to the attention of the Commander of the Indian Brook RCMP First Nations Community Policing Service Detachment or the Officer Commanding Truro Sub/Division as may be appropriate under the circumstances.

SECTION 11: INDEMNIFICATION

11.1 The Shubenacadie First Nation shall indemnify and save harmless Canada and the Province and their respective employees and agents from and against all losses, claims, damages, actions, causes of action, costs and expenses that may arise directly or indirectly out of any act or omission of the Community Consultative Group or its members, employees, officers or agents, in the performance of this Agreement. Such indemnity shall survive the Agreement.

11.2 Neither Canada nor the Province shall be responsible for any bodily or personal injury or property damage of any nature whatsoever that may be suffered or sustained by the Shubenacadie First Nation, the Community Consultative Group and their respective members, employees, officers or agents in the performance of this Agreement.

11.3 Canada shall not be held responsible for any incidental, indirect, special or consequential damages or any loss of use, revenue or profit of the Agreement arising out of or in any way related to this Agreement.

SECTION 12: AMENDMENT

12.1 This Agreement may be amended from time to time by written agreement of all Parties.

SECTION 13: TERMINATION

13.1 Any of the Parties may terminate this Agreement with regard to the RCMP First Nations Community Policing Service by giving the other Parties three (3) months notice in writing.

SECTION 14: NOTICES

14.1 Any notice or other document required or permitted to be given by one Party to the other Party under this Agreement will be in writing and shall be communicated by registered mail addressed to:

(a) Canada:

Solicitor General Canada
Aboriginal Policing Directorate
340 Laurier Avenue West, 11th floor
Ottawa, Ontario
K1A 0P8
Fax: 613-991-0961

(b) the Province:

Nova Scotia Department of Justice
Policing Services Division
6th Floor
1690 Hollis Street
P.O. Box 217, Station "M"
Halifax, Nova Scotia
B3J 2M4

(c) Shubenacadie First Nation:

Shubenacadie Band Council
P.O. Box 350
Shubenacadie, Hants County
Nova Scotia
B0N 2H0
Fax: 902-758-2017

SECTION 15: SAVING PROVISION

15.1 Nothing in this Agreement is in any way intended to replace or amend any obligation that either Party is bound by or required to perform by operation of law.

15.2 Nothing in this Agreement shall abrogate or derogate from any Aboriginal, treaty, constitutional or other rights which have accrued or may accrue to any of the Parties.

SECTION 16: DISPUTES

16.1 Any new issue, matter of general concern or dispute arising under this Agreement shall be a matter for consultation and resolution between the Solicitor General, the Minister and the Indian Brook First Nation in such manner as they shall see fit.

IN WITNESS WHEREOF the Parties have executed this Agreement as of the day and year first written above.

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

Solicitor General of Canada

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF NOVA SCOTIA

Minister responsible for Aboriginal Affairs for Nova Scotia

Minister of Justice and Attorney General of Nova Scotia

THE SHUBENACADIE FIRST NATION:

The Chief of the Shubenacadie Band

ROYAL CANADIAN MOUNTED POLICE AS REPRESENTED BY THE COMMISSIONER

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ROYAL CANADIAN MOUNTED POLICE - FIRST NATIONS COMMUNITY POLICING SERVICES (RCMP - FNCPS) AGREEMENTS

Volume 4

NO. 1995-11



This document has been compiled by officials in the Department of the Solicitor General of Canada and contains copies of RCMP - FNCPS Agreements that have been concluded as of the date of publication.

The agreements are made available in the language that they were drafted.

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SECTION 1

AGREEMENT BETWEEN

CANADA - SASKATCHEWAN

AND THE

ENGLISH RIVER FIRST NATION

FOR THE

ROYAL CANADIAN MOUNTED POLICE -

FIRST NATIONS COMMUNITY POLICING SERVICE

THIS AGREEMENT MADE THE 31st DAY OF October, 1995

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED
BY THE SOLICITOR GENERAL OF CANADA
(hereinafter referred to as "Canada")

of the first part

- AND -

HER MAJESTY THE QUEEN IN RIGHT OF
THE PROVINCE OF SASKATCHEWAN
AS REPRESENTED BY THE MINISTER OF JUSTICE OF SASKATCHEWAN
(hereinafter referred to as the "Province")

of the second par

- AND -

ENGLISH RIVER FIRST NATION, AS REPRESENTED BY ITS CHIEF
(herein referred to as the "English River First Nation")

of the third par

WHEREAS the Parties wish to cooperate in the provision of effective, efficient, professional and culturally responsive policing services within English River First Nation Territories consistent with the needs of the English River First Nation, the First Nations Policing Policy, the Commissioner's formal statement on RCMP community policing, RCMP service standards and the Province's policy for First Nations Policing;

WHEREAS the Parties recognize the shared responsibilities to maintain peace and good order in First Nations Territories, and that the English River First Nations hav a role in the determination of the level and quality of the policing services which it receives and that a tripartite agreement will give concrete expression to this role;

WHEREAS the Parties recognize that the policing services provided through the RCMP First Nations Community Policing Service include the enforcement of applicable federal and provincial statutes as well as applicable present or future Band By-Laws enacted pursuant to the Indian Act, R.S.C., 1985, c.I-5 for any of the purposes specified in this Agreement, the prevention of crime and the maintenance of order;

WHEREAS the Parties recognize that nothing in this Agreement shall abrogate or derogate from any Aboriginal, treaty, constitutional or other rights which have accrued or may accrue to any of the Parties;

WHEREAS it is understood that the goal of the English River First Nation is to establish a First Nation administered Police Service for the English River First Nation and this Agreement is entered into as an interim measure to facilitate the planning and orderly transition from the current policing services to a First Nation administered Police Service;

AND WHEREAS the Parties wish to, subject to and in accordance with the terms of this Agreement, enter into this Agreement to enable peace officers deployed under the RCMP First Nations Community Policing Service to provide policing services for the English River First Nation Territory as defined in this Agreement.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

SECTION 1: DEFINITIONS

1.1 For the purposes of this Agreement, each of the following terms shall, unless the context otherwise requires, have the meaning set out beside it.

"**Actual Costs**" means those direct and indirect costs, as described in section 8 of the Framework Agreement entered into between Canada, the Province and the Federation of Saskatchewan Indian Nations on May 18, 1993, incurred by the RCMP in providing policing services to First Nation communities through the RCMP First Nation Community Policing Service during the term of this Agreement;

"**Beauval Detachment**" means the organizational component of the Division of the RCMP which is assigned the responsibility, for the provision of police services within the English River First Nation, that has prescribed territorial boundaries and includes the Patuanak RCMP First Nations Community Police Service;

"**Band Council**" means the Chief and Council of the English River First Nation;

"**By-Law**" means the by-laws enacted by the Band Council of English River First Nation pursuant to the Indian Act;

"**Commander of the Beauval Detachment**" means the RCMP employee in charge of the Beauval Detachment who manages the physical, financial and human resources of the Detachment;

"**Commander of the Patuanak RCMP First Nations Community Police Service**" means the RCMP employee in charge of the Patunak RCMP First Nations Community Police Service who reports to the Commander of Beauval Detachment;

"**Commanding Officer**" means the officer of the RCMP, resident in the Province, appointed by the Commissioner to command the Division;

"**Commissioner**" means the Commissioner of the Royal Canadian Mounted Police;

"**English River First Nation**" means English River Band No. 400 established pursuant to the Indian Act;

"**English River First Nation Territory**" means the Wapachewunak Reserve No. 192D, Knee Lake Reserve No. 192B, Dipper Rapids Reserve No. 192C, and Primeau Lake Reserve No. 192F which are "reserves" as defined in subsection 2(1) of the Indian Act;

"**First Nations Policing Policy**" means the federal First Nations Policing Policy announced by the Solicitor General of Canada and the Minister of Indian Affairs and Northern Development on June 27, 1991;

"**Fiscal Year**" means the twelve month period beginning on April 1 in any year and ending on March 31 in the next year;

"**Member**" means any member of the RCMP appointed pursuant to the Royal Canadian Mounted Police Act and any regulations made pursuant thereto and without limitation includes any regular member, special constable, special constable member, and civilian so appointed;

"**Minister**" means the Minister of the Province of Saskatchewan responsible for policing services in the Province;

"**Parties**" means Canada, the Province and the English River Band No. 400;

"**Police Management Board**" means the group established under section 7 of this Agreement and which consists of members of the English River First Nation;

"**Province**" means the Province of Saskatchewan;

"**RCMP**" means the police force for Canada continued under the Royal Canadian Mounted Police Act, and known as the Royal Canadian Mounted Police;

1.2 The singular number includes the plural and the plural number includes the singular where such is consistent with the context.

SECTION 2: APPLICATION

2.1 This Agreement is made pursuant to the Framework Agreement for the RCMP First Nations Community Policing Service entered into between Canada, the Province and the Federation of Saskatchewan Indian Nations on May 18, 1993 (hereinafter referred to as the "Framework Agreement"). Unless this Agreement expressly makes arrangements otherwise, all the provisions of the Framework Agreement apply to this Agreement.

2.2 This Agreement applies to the provision of policing services for English River First Nation and the establishment of the Patuanak RCMP First Nation Community Police Service and forms part of Schedule "B" to the Framework Agreement between Canada, the Province and the Federation of Saskatchewan Indian Nations regarding the provision of the RCMP First Nations Community Policing Service in the Province.

SECTION 3: TERM OF AGREEMENT

3.1 Notwithstanding the date on which this Agreement is executed, this Agreement comes into force on September 1, 1994 and continues in force until March 31, 1998, unless it is terminated pursuant to section 14 of this Agreement.

3.2 Upon the written agreement of the Parties, the provisions of this Agreement will remain in force pending its renewal, extension or renegotiation.

SECTION 4: ROLE AND RESPONSIBILITIES OF CANADA

4.1 Subject to appropriation by Parliament, Canada agrees to provide to the RCMP 52% of the Actual Costs of a complement of two(2) Members and .33 secretarial/support staff of the RCMP First Nations Community Policing Service for the English River First Nation and the provision of the RCMP Patuanak First Nations Community Police Service in accordance with the terms and conditions set out in the Framework Agreement.

4.2 In addition to the Actual Costs set out in subsection 4.1 and subject to appropriation by Parliament, Canada agrees to provide to the English River First Nation:

(a) on April 1 of each Fiscal Year, an amount not to exceed $2,080 in each Fiscal Year for the costs of the Police Management Board described in Section 7. This amount represents 52% of the estimated annual costs of the Police Management Board and includes the honorarium and travel costs of its members as well as the liability insurance referred to in Sections 12.4 and 12.5;

(b) on April 1 of each Fiscal Year, an amount not to exceed $7,800 in each Fiscal Year for the costs of the Community Support Services described in Section 8. This amount represents 52% of the estimated annual costs of the Community Support Services and includes $1000 per month for the salaries or honorarium of its members and $3000 per year in travel costs of its members as well as the liability insurance referred to in Sections 12.4 and 12.5.

SECTION 5: ROLE AND RESPONSIBILITIES OF THE PROVINCE

5.1 Subject to appropriation by the Legislature, the Province agrees to provide to the RCMP 48% of the Actual Costs of a complement of two(2) Members and .33 secretarial/support staff of the RCMP First Nations Community Policing Service for the English River First Nation and the provision of the Patuanak River RCMP First Nation Community Police Service in accordance with the terms and conditions set out in the Framework Agreement.

5.2 In addition to the Actual Costs set out in subsection 5.1 and subject to appropriation by Parliament, Canada agrees to provide to the English River First Nation:

(a) on a quarterly basis commencing April 1 of each Fiscal Year, an amount not to exceed $1,920 in each Fiscal Year for the costs of the Police Management Board described in section 7. This amount represents 48% of the estimated annual costs of the Police Management Board and includes the honorarium and travel costs of its members as well as the liability insurance referred to in Sections 12.4 and 12.5;

(b) on a quarterly basis commencing April 1 of each Fiscal Year, an amount not to exceed $7,200 in each Fiscal Year for the costs of the Community Support Services described in section 8. This amount represents 48% of the estimated annual costs of the Community Support Services and includes $1000 per month for the salaries or honorarium and $3000 per year in travel costs of its members as well as the liability insurance referred to in Sections 12.4 and 12.5.

5.3 During the term of this Agreement, the Province will provide, at the end of each Fiscal Year, to the English River First Nation copies of the appropriate documents which identify costs billed to Canada and Saskatchewan for the policing services provided by the RCMP First Nations Community Policing Service to the English River First Nation;

SECTION 6: ROLE AND RESPONSIBILITIES OF THE ENGLISH RIVER FIRST NATION

6.1 The English River First Nation or its designated representative shall, pursuant to the provisions of this Agreement:

(a) establish a Police Management Board within fifteen (15) days of the signing of this Agreement;

(b) determine the terms of reference of the Police Management Board within sixty (60) days of the signing of this Agreement;

(c) use the funds provided by Canada and the Province under this Agreement only for the purposes for which they were provided;

(d) maintain financial records with respect to the funds referred to in section 6.1(c) in accordance with generally accepted accounting principles as prescribed in the Canadian Institute of Chartered Accountant's Handbook, and the financial management regulations of the English River First Nation, including proper records of all expenditures made by the recipient in connection with the project and the invoices, receipts and vouchers relating thereto;

(e) on or before June 30 of each Fiscal Year during the term of this Agreement, submit to Canada and the Province, in a form acceptable to Canada and the Province, a financial statement covering the Fiscal Year, showing the complete disposition of the funds for the past Fiscal Year; and

(f) upon submission of the financial statement referred to in paragraph (e) and in the event that the monies advanced exceed the eligible costs incurred during the Fiscal Year, return to Canada and the Province, an amount equal to any surplus funds not expended or accounted for at the end of the Fiscal Year unless there is approval in writing by Canada and the Province to retain these funds solely for the purposes for which they were provided.

6.2 The English River First Nation or its designated representative shall, in accordance with the Indian Act, provide two (2) residences at The English River First Nation for the use of the RCMP First Nations Community Policing Service Members that are suitable to their needs and that are to the satisfaction of the Commissioner.

SECTION 7: POLICE MANAGEMENT BOARD

7.1 The Police Management Board to be established by the English River First Nation should be representative of the communities and may include participants who are Elders, women, and youth.

7.2 Consistent with this Agreement, the role and responsibilities of the Police Management Board will be to:

(a) identify policing issues and concerns of the communities to a representative of the Patuanak RCMP First Nations Community Police Service;

(b) work with the Patuanak RCMP First Nations Community Police Service in seeking solutions to community issues and concerns;

(c) work with the RCMP to develop, in consultation with a representative of the Patuanak RCMP First Nations Community Police Service, the objectives, priorities, goals, strategies, special projects and a periodic evaluation of the police services which will assist the community and the police service to address specific community issues and concerns; and

(d) identify desirable attributes for Members of the RCMP First Nations Community Policing Service who are to be considered for deployment to the Patuanak RCMP First Nations Community Police Service.

7.3 The Police Management Board shall meet at least once per month during the first year that this Agreement is in effect and at least once every two months during the second and third year of this Agreement.

7.4 The extraordinary costs that the members of the Police Management Board may incur in travelling to necessary meetings, conferences and seminars and that are not covered by the funding provided for in section 4.2(a) and 5.2(a) of this Agreement will be subject of discussions between the Parties.

7.5 The Police Management Board for the English River First Nation shall consist of no less than four(4) members who shall perform their duties as employees of the English River First Nation.

7.3 The members of the Police Management Board shall receive training and instruction from the Province commensurate with their duties and responsibilities.

SECTION 8: COMMUNITY SUPPORT SERVICES

8.1 The Community Support Services for the RCMP First Nations Community Policing Service will be provided by one or more Elders from the English River First Nation who shall perform their duties as employees of the English River First Nation.

8.2 The English River First Nation agrees to supply to the RCMP and the Police Management Board a list of candidates who may be suitable for that function.

8.3 The one or more Elders will be selected by the Police Management Board in consultation with the Commander of the Patuanak RCMP First Nations Community Police Service.

8.4 The Community Support Services will act as a liaison between the community and the Patuanak RCMP First Nations Community Police Service and in so doing, enhance the role of the police in the community. In particular, the Community Support Services will:

(a) provide Members of the Patuanak RCMP First Nations Community Police Service with spiritual and cultural advice on sensitive issues within the community;

(b) identify community resources that may be utilized in handling sensitive community issues: and

(c) facilitate workshops, meetings and discussions that will enhance and encourage the level of communication within the communities on police related issues.

8.5 The Community Support Services collectively will perform the duties set out in section 8.4 for a minimum of 20 hours per week.

SECTION 9: ROLE AND RESPONSIBILITIES OF THE RCMP

9.1 The RCMP will:

(a) Assign the equivalent of two(2) Members and .33 secretarial/support staff of the RCMP First Nations Community Policing Service to provide policing services for, or to assist in, the provision of policing services for the English River First Nation pursuant to this Agreement as soon as practicable within three (3) months from the signing of this Agreement.

(b) make best efforts to ensure that Members of the RCMP First Nations Community Policing Service assigned to the English River First Nation are culturally compatible with that community;

(c) ensure that the process referred to in 9.1(b) will be consensual and be effected through consultation between the Police Management Board and the Commanding Officer of the Division or his or her designate;

(d) ensure that the Members deployed through the RCMP First Nations Community Policing Service will devote all of their on duty time to the policing needs of the English River First Nation and at least 80% of this time shall be spent within the boundaries of the English River First Nation Territory as defined in this Agreement;

(e) ensure that the time spent outside of the community boundaries by the Members of the RCMP First Nations Community Policing Service will be related to the handling of the English River First Nation policing issues, except where an emergency exists, in which case the duties will be determined by the Commander of Beauval Detachment;

(f) ensure that regular status reports detailing the policing services provided for the English River First Nation are supplied on a monthly basis to the Band Council or their designated representatives and the Police Management Board;

(g) ensure that, where it is deemed appropriate, special reports, in addition to the monthly reports, be provided on request, to the Band Council and the Police Management Board;

(h) enforce present or future Band By-Laws enacted by the English River First Nation pursuant to the following sections of the Indian Act (R.S.C, 1985, c. I-5):

(i) section 81(1)(b) - the regulation of traffic,

(ii) section 81(1)(c) - the observance of law and order,

(iii) section 81(1)(d) - the prevention of disorderly conduct and nuisances,

(iv) section 81(1)(p) - the removal and punishment of persons trespassing on the reserve or frequenting the reserve for prohibited purposes,

(v) section 85.1(a) - prohibiting the sale, barter, supply or manufacture of intoxicants on the reserve of the band,

(vi) section 85.1(b) - prohibiting any person from being intoxicated on the reserve,

(vii) section 85.1(c) - prohibiting any person from having intoxicants in his possession on the reserve.

(i) pay a fee for the use of residences provided by the English River First Nation under subsection 6.2 at a rate to be agreed to by the parties in an agreement; such fee shall form part of the Actual Costs.

9.2 The RCMP will ensure that Members providing service for the English River First Nation receive, in a timely manner, training to allow them to meet the needs of the community. Such training may consist of, but not be limited to family violence, substance abuse, suicide prevention and other areas which are consistent with the policing needs of English River First Nation.

SECTION 10: ROLE AND RESPONSIBILITIES OF THE RCMP FIRST NATIONS COMMUNITY POLICING SERVICE

10.1 The primary responsibility of the Members deployed through the RCMP First Nations Community Policing Service will be to work in cooperation with the English River First Nation to provide a professional, effective and efficient policing service, in a manner which is responsive and culturally sensitive to this community.

10.2 In addition to the "Role and Responsibilities of the RCMP", as described in Section 9, the Members deployed through the RCMP First Nations Community Policing Service will:

(a) treat all people equally and with respect;

(b) uphold the Canadian Charter of Rights and Freedoms;

(c) serve and protect the communities;

(d) work with the community and other agencies to prevent or resolve problems that affect the community's safety and quality of life;

(e) establish crime prevention initiatives through community education or assist the community with similar initiatives in their capacity as Members of the RCMP-First Nations Community Policing Service;

(f) promote a creative and responsive environment to allow all RCMP Members to deliver community policing services;

(g) enforce the applicable federal and provincial laws and such Band By-Laws referred to in Section 9.1(h);

(h) work with the Police Management Board towards the achievement of objectives, priorities, goals, strategies, special projects and a periodic evaluation of police services which will assist the community and the police service to address specific community issues and concerns; and

(i) live in the community when suitable accommodation which meets the needs of the RCMP-First Nations Community Policing Service is available, unless it is otherwise agreed to upon mutual consent of both the Member of the RCMP First Nations Community Policing Service affected and the Police Management Board that the particular Member may live outside the community.

SECTION 11: SPECIAL PROVISIONS

11.1 During the term of this Agreement it shall be acknowledged by the Parties that:

(a) the Members assigned to the English River First Nation through the RCMP First Nations Community Policing Service may be absent from time to time due to illness, holidays or other duty related requirements, in which case the Commander of Beauval Detachment will ensure that the policing needs of the communities are met;

(b) the Commanders of Beauval Detachment has the authority and responsibility for the personnel who provide the policing services for the English River First Nation; and

(c) concerns regarding the day-to-day policing of the communities should be brought to the attention of the Commander of the Patuanak RCMP First Nations Community Police Service or the Commander of Beauval Detachment as may be appropriate under the circumstances.

SECTION 12: INDEMNIFICATION

12.1 The English River First Nation shall indemnify and save harmless Canada and Saskatchewan and their respective employees and agents from and against all losses, claims, damages, actions, causes of action, costs and expenses that may arise directly or indirectly out of any act or omission of the Police Management Board or the Community Support Services or their respective members, employees, officers or agents, in the performance of this Agreement. Such indemnity shall survive the Agreement.

12.2 Neither Canada nor the Province shall be responsible for any bodily or personal injury or property damage of any nature whatsoever that may be suffered or sustained by the respective Band Councils, the Police Management Board, the Community Support Services and their respective members, employees, officers or agents in the performance of this Agreement.

12.3 Canada shall not be held responsible for any incidental, indirect, special or consequential damages or any loss of use, revenue or profit arising out of or in any way related to this Agreement.

12.4 The English River First Nation shall, without limiting its obligations herein, insure the operations of the Police Management Board and Community Support Services under a contract of comprehensive or commercial general liability, with an insurer in the Province, in an amount of not less than $1,000,000.00 per occurrence insuring against bodily injury, personal injury and property damage including loss or use thereof. Such insurance shall include a blanket contractual liability.

12.5 Proof of all required insurance in a form acceptable to Canada and the Province shall be promptly provided to Canada and the Province upon request.

SECTION 13: AMENDMENT

13.1 This Agreement may be amended from time to time by written agreement of all Parties.

SECTION 14: TERMINATION

14.1 The Parties may terminate this Agreement with regard to the RCMP First Nations Community Policing Service by giving the other Parties twelve (12) months notice in writing.

14.2 Upon termination of this Agreement by any party, the English River First Nation agrees to refund all unexpended funds to Canada and the Province within ninety (90) days of the effective date of termination of this Agreement unless there is approval in writing from Canada and the Province to retain these funds solely for the purpose for which they were provided.

SECTION 15: NOTICES

15.1 Any notice or other document required or permitted to be given by one Party to the other Party under this Agreement will be in writing and shall be communicated by registered mail addressed to:

(a) Canada:

Ministry of the Solicitor General
Aboriginal Policing Directorate
340 Laurier Avenue West, 11th floor
Ottawa, Ontario
K1A 0P8
Fax: 613-991-0961

(b) the Province:

Department of Justice of Saskatchewan
1874 Scarth Street
Regina, Saskatchewan
S4P 3V7
Fax: 306-787-9111

(c) English River First Nation:

The Chief
English River First Nation
General Delivery
Patunak, Saskatchewan
S0M 2H0

SECTION 16: SAVING PROVISION

16.1 Nothing in this Agreement is in any way intended to replace or amend any obligation that either Party is bound by or required to perform by operation of law.

16.2 Nothing in this Agreement shall abrogate or derogate from any Aboriginal, treaty, constitutional or other rights which have accrued or may accrue to any of the Parties.

SECTION 17: DISPUTES

17.1 Any new issue, matter of general concern or dispute arising under this Agreement shall be a matter for consultation and resolution between the Solicitor General, the Minister and English River First Nations in such manner as they shall see fit.

IN WITNESS WHEREOF the Parties have executed this Agreement as of the day and year first written above.

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

Solicitor General of Canada

Witness

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF SASKATCHEWAN

Minister of Justice

Witness

ENGLISH RIVER FIRST NATION AS REPRESENTED BY ITS CHIEF

Chief

Witness

The terms and conditions of this Agreement are hereby acknowledged by the Royal Canadian Mounted Police as represented by the Commissioner or his designate.

Commissioner

Witness

SECTION 2

AGREEMENT BETWEEN

CANADA - SASKATCHEWAN

AND THE

STURGEON LAKE FIRST NATION
WAHPETON DAKOTA NATION
LAC LA RONGE INDIAN BAND
MONTREAL LAKE CREE NATION

FOR THE

ROYAL CANADIAN MOUNTED POLICE -

FIRST NATIONS COMMUNITY POLICING SERVICE

THIS AGREEMENT MADE THE 22nd DAY OF SEPTEMBER, 1995

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED
BY THE SOLICITOR GENERAL OF CANADA
(hereinafter referred to as "Canada")

of the first part

- AND -

HER MAJESTY THE QUEEN IN RIGHT OF
THE PROVINCE OF SASKATCHEWAN
AS REPRESENTED BY THE MINISTER OF JUSTICE OF SASKATCHEWAN
(hereinafter referred to as the "Province")

of the second part

- AND -

THE STURGEON LAKE FIRST NATION,
AS REPRESENTED BY ITS CHIEF AND COUNCIL
(hereinafter referred to as "Sturgeon Lake First Nation")

of the third part

- AND -

THE WAHPETON DAKOTA NATION,
AS REPRESENTED BY ITS CHIEF AND COUNCIL
(hereinafter referred to as the "Wahpeton Dakota Nation")

of the fourth part

- AND -

THE LAC LA RONGE INDIAN BAND,
AS REPRESENTED BY ITS CHIEF AND COUNCIL
(hereinafter referred to as "Lac La Ronge Indian Band")

of the fifth part

- AND -

THE MONTREAL LAKE CREE NATION,
AS REPRESENTED BY ITS CHIEF AND COUNCIL
(hereinafter referred to as "Montreal Lake Cree Nation")

of the sixth part

WHEREAS the Parties wish to cooperate in the provision of effective, efficient, professional and culturally responsive policing services within territories of the Sturgeon Lake First Nation, Wahpeton Dakota Nation, Lac La Ronge Indian Band and Montreal Lake Cree Nation consistent with the needs of those First Nations, the First Nations Policing Policy, the Commissioner's formal statement on RCMP community policing, RCMP service standards and the Province's policy for First Nations Policing;

WHEREAS the Parties recognize the shared responsibilities to maintain peace and good order in First Nation Territories and that the First Nations have a role in the determination of the level and quality of the policing services which they receive and that a tripartite agreement will give concrete expression to this role;

WHEREAS the Parties recognize that the policing services provided through the RCMP First Nations Community Policing Service include the enforcement of applicable federal and provincial statutes as well as applicable present or future Band By-Laws enacted pursuant to the Indian Act, R.S.C., 1985,c.I-5 for any of the purposes specified in this Agreement, the prevention of crime and the maintenance of order;

WHEREAS the Parties recognize that nothing in this Agreement shall abrogate or derogate from any Aboriginal, treaty, constitutional or other rights which have accrued or may accrue to any of the Parties;

WHEREAS it is understood that the goal of Sturgeon Lake First Nation, Wahpeton Dakota Nation, Lac La Ronge Indian Band and Montreal Lake Cree Nation is to establish a First Nation administered Police Service for their Bands and this Agreement is entered into as an interim measure to facilitate the planning and orderly transition from the current policing services to a First Nation administered Police Service;

AND WHEREAS the Parties wish to, subject to and in accordance with the terms of this Agreement, enter into this Agreement to enable peace officers deployed under the RCMP First Nations Community Policing Service to provide policing services for the Territories of the First Nations as defined in the Definitions.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

SECTION 1: DEFINITIONS

1.1 For the purposes of this Agreement, each of the following terms shall, unless the context otherwise requires, have the meaning set out beside it.

"**Actual Costs**" means those direct and indirect costs, as described in section 8 of the Framework Agreement entered into between Canada, the Province and the Federation of Saskatchewan Indian Nations on May 18, 1993, incurred by the RCMP in providing policing services to First Nation communities through the RCMP First Nation Community Policing Service during the term of this Agreement;

"**Band Councils**" means the councils of the Sturgeon Lake First Nation, Wahpeton Dakota Nation, Lac La Ronge Indian Band and Montreal Lake Cree Nation;

"**Bands**" means the Sturgeon Lake Band, the Wahpeton Band, Lac La Ronge Band, and Montreal Lake Band;

"**By-Law**" means the by-laws enacted by the Band Council of Sturgeon Lake, Wahpeton, Lac La Ronge and Montreal Lake First Nations pursuant to the Indian Act;

"**Commander of the Prince Albert Detachment**" means the RCMP Member in charge of the Prince Albert Detachment who manages the physical, financial and human resources of the Detachment;

"**Commander of the Sturgeon Lake RCMP First Nations Community Police Service**" means the RCMP Member in charge of the Sturgeon Lake RCMP First Nations Community Police Service who reports to the Commander of Prince Albert Detachment;

"**Commanding Officer**" means the officer of the RCMP, resident in the Province, appointed by the Commissioner to command the Division;

"**Commissioner**" means the Commissioner of the Royal Canadian Mounted Police;

"**Division**" means the organizational component of the RCMP that is responsible for law enforcement and the prevention of crime in the Province;

"**First Nations Policing Policy**" means the federal First Nations Policing Policy announced by the Solicitor General of Canada and the Minister of Indian Affairs and Northern Development on June 27, 1991;

"**Fiscal Year**" means the twelve month period beginning on April 1 in any year and ending on March 31 in the next year;

"**Lac La Ronge Indian Band**" means the La Ronge Band No. 353 as established pursuant to the Indian Act;

"**Member**" means any member of the RCMP appointed pursuant to the Royal Canadian Mounted Police Act and any regulations made pursuant thereto and without limitation includes any regular member, special constable, special constable member, and civilian so appointed;

"**Minister**" means the Minister of the Province of Saskatchewan responsible for policing services in the Province;

"**Montreal Lake Cree Nation**" means the Montreal Lake Band No. 354 as established by the Indian Act;

"**Parties**" means Canada, the Province and the Bands as defined by this Agreement;

"**Police Management Board**" means the group established under Section 7 of this Agreement;

"**Prince Albert Detachment**" means the organizational component of the division of the RCMP which is assigned the responsibility, for the provision of police services within the territory of the Bands, as defined in this Agreement that has prescribed territorial boundaries and includes the Sturgeon Lake RCMP First Nations Community Police Service;

"**Province**" means the Province of Saskatchewan;

"**RCMP**" means the police force for Canada continued under the Royal Canadian Mounted Police Act, and known as the Royal Canadian Mounted Police;

"**Sturgeon Lake First Nation**" means the Sturgeon Lake Band No. 360 established pursuant to the Indian Act;

"**Territory of the Bands**" means Sturgeon Lake Indian Reserves No. 101 and 101A, Wahpeton Indian Reserves No. 94 and 94B, Little Red Indian Reserves 106C and 106D and Montreal Lake Reserve 106B, which are "reserves" as defined in subsection 2(1) of the Indian Act;

"**Wahpeton Dakota Nation**" means the Wahpeton Band No. 358 established pursuant to the Indian Act;

2 The singular number includes the plural and the plural number includes the singular where such is consistent with the context.

SECTION 2: APPLICATION

2.1 This Agreement applies to the provision of policing services for the Bands and the establishment of the Sturgeon Lake RCMP First Nations Community Police Service and forms part of Schedule "B" to the Framework Agreement between Canada, the Province and the Federation of Saskatchewan Indian Nations regarding the provision of the RCMP First Nations Community Policing Service in the Province.

2.2 This Agreement is made pursuant to the Framework Agreement for the RCMP First Nations Community Policing Service entered into between Canada, the Province and the Federation of Saskatchewan Indian Nations on May 18, 1993 (hereinafter referred to as the "Framework Agreement"). Unless this Agreement expressly makes arrangements otherwise, all the provisions of the Framework Agreement apply to this Agreement.

SECTION 3: TERM OF AGREEMENT

3.1 Notwithstanding the date on which this Agreement is executed, this Agreement comes into force on September 30, 1994 and continues in force until March 31, 1997, unless it is terminated pursuant to Section 15 of this Agreement.

3.2 Upon the written agreement of the Parties, the provisions of this Agreement will remain in force pending its renewal, extension or renegotiation.

SECTION 4: ROLE AND RESPONSIBILITIES OF CANADA

4.1 Subject to appropriation by Parliament, Canada agrees to provide to the RCMP 52% of the Actual Costs of a minimum complement of three (3) Members and .5 secretarial/support staff of the RCMP First Nations Community Policing Service for the Bands and the provision of the Sturgeon Lake RCMP First Nations Community Police Service in accordance with the terms and conditions set out in the Framework Agreement.

4.2 The Actual Costs referred to in Section 4.1 will include the costs of renting police office facilities based at the Sturgeon Lake Reserve as provided by the Sturgeon Lake First Nation. The applicable rate shall be $10.00 per square foot ($107.64 per square metre) up to a maximum of 800 square feet.

4.3 The facilities referred to in Section 4.2 must meet the operational needs of the RCMP First Nations Community Police Service.

4.4 In addition to the Actual Costs set out in Section 4.1 and subject to appropriation by Parliament, Canada agrees to provide to the Bands;

(a) on April 1 of each Fiscal Year, an amount not to exceed $3,120.00 for the costs of the Police Management Board described in Section 7. This amount represents 52% of the estimated annual costs of the Police Management Board and includes the honorarium, travel and liability insurance costs as referred to in Sections 13.4 and 13.5 of its members;

(b) on April 1 of each Fiscal Year, an amount not to exceed $11,700.00 in each Fiscal Year for the costs of the Community Support Services described in Section 8. This amount represents 52% of the estimated annual costs of the Community Support Services and includes $1,500.00 per month for the salaries or honorarium of its members and $4500.00 per year in travel and liability insurance costs as referred to in Sections 13.4 and 13.5; and

(c) on April 1 of each Fiscal Year, an amount not to exceed $20,800.00 for the Community Case Worker described in section 9. This amount represents 52% of the estimated costs of the salary, benefits, travel and liability insurance costs as referred to in Sections 13.4 and 13.5 for a Community Case Worker to work with the police.

SECTION 5: ROLE AND RESPONSIBILITIES OF THE PROVINCE

5.1 Subject to appropriation by the Legislature, the Province agrees to provide to the RCMP 48% of the Actual Costs of a complement of three (3) Members and .5 secretarial/support staff of the RCMP First Nations Community Policing Service for the Bands and the provision of the Sturgeon Lake RCMP First Nations Community Police Service in accordance with the terms and conditions set out in the Framework Agreement.

5.2 The Actual Costs referred to in Section 5.1 will include the costs of renting police office facilities at Sturgeon Lake Reserve as provided by the Sturgeon Lake First Nation. The applicable rate shall be $10.00 per square foot (107.64 per square metre) up to a maximum of 800 square feet.

5.3 The facilities referred to in Section 5.2 must meet the operational needs of the RCMP First Nations Community Policing Service.

5.4 In addition to the Actual Costs set out in Section 5.1 and subject to appropriation, the Province agrees to provide to the Bands:

(a) on a quarterly basis commencing April 1 of each Fiscal Year, an amount not to exceed $2,880.00 for the costs of the Police Management Board described in Section 7. This amount represents 48% of the estimated annual costs of the Police Management Board and includes the honorarium, travel and liability insurance costs as referred to in Sections 13.4 and 13.5 of its members;

(b) on a quarterly basis commencing April 1 of each Fiscal Year, an amount not to exceed $10,800.00 in each Fiscal Year for the costs of the Community Support Services described in Section 8. This amount represents 48% of the estimated annual costs of the Community Support Services and includes $1,500.00 per month for the salaries or honorarium of its members and $4,500.00 per year in travel and liability insurance costs as referred to in Sections 13.4 and 13.5; and

(c) on a quarterly basis commencing April 1 of each Fiscal Year, an amount not to exceed $19,200 for the Community Case Worker described in section 9. This amount represents 48% of the estimated costs of the salary, benefits, travel and liability insurance costs as referred to in Sections 13.4 and 13.5 for a Community Case Worker to work with the police.

5.5 During the term of this Agreement, the Province will provide, at the end of each Fiscal Year, to the Police Management Board copies of the appropriate documents which identify costs billed to Canada and Saskatchewan for the policing services provided to the Bands.

SECTION 6: ROLE AND RESPONSIBILITIES OF THE BAND COUNCILS

6.1 The Band Councils or their designated representatives shall, pursuant to the provisions of this Agreement:

(a) establish a Police Management Board within fifteen (15) days of the signing of this Agreement;

(b) identify persons suitable for the position of Community Case Worker to be selected by the Police Management Board in consultation with the RCMP;

(c) determine the terms of reference of the Police Management Board within fifteen (15) days of the signing of this Agreement;

(d) use the funds provided by Canada and the Province under this Agreement only for the purposes for which they were provided;

(e) maintain financial records with respect to the funds referred to in section 6.1(d) in accordance with generally accepted accounting principles as prescribed in the Canadian Institute of Chartered Accountant's Handbook, and the financial management regulations established by the Bands, including proper records of all expenditures made by the recipient in connection with the project and the invoices, receipts and vouchers relating thereto;

(f) on or before May 31 of each Fiscal Year during the term of this Agreement, submit to Canada and the Province, in a form acceptable to Canada and the Province, a financial statement covering the Fiscal Year, showing the complete disposition of the funds for the past Fiscal Year; and

(g) upon submission of the financial statement referred to in paragraph (f) and in the event that the monies advanced exceed the eligible costs incurred during the Fiscal Year, return to Canada and the Province, an amount equal to any surplus funds not expended or accounted for at the end of the Fiscal Year unless there is approval in writing by Canada and the Province to retain these funds solely for the purposes for which they were provided.

6.2 The Bands or their designated representatives shall provide the following facilities that meet the needs of the RCMP First Nations Community Policing Service and that are to the satisfaction of the Commissioner at the following locations and up to the following limits:

(a) at Sturgeon Lake First Nation, police office facilities to a maximum of 800 square feet.

(b) at Sturgeon Lake First Nation, three (3) residences for the use of the RCMP First Nations Community Policing Service Members.

SECTION 7: POLICE MANAGEMENT BOARD

7.1 The Police Management Board to be established by the Bands should be representative of the communities and may include participants who are Elders, women, and youth.

7.2 Consistent with this Agreement, the role and responsibilities of the Police Management Board will be to:

(a) identify policing issues and concerns of the communities to a representative of the Sturgeon Lake RCMP First Nations Community Police Service;

(b) work with the Sturgeon Lake RCMP First Nations Community Police Service in seeking solutions to community issues and concerns;

(c) work with the RCMP to develop, in consultation with a representative of the Sturgeon Lake RCMP First Nations Community Police Service, the objectives, priorities, goals, strategies and special projects which will assist the communities to address specific community issues and concerns; and

(d) identify desirable attributes for Members of the RCMP First Nations Community Policing Service who are to be considered for deployment to the Sturgeon Lake RCMP First Nations Community Police Service.

7.3 The Police Management Board shall meet at least once per month during the first year that this Agreement is in effect and at least once every two months during the second and third year of this Agreement.

7.4 The extraordinary costs that the members of the Police Management Board may incur in travelling to necessary meetings, conferences and seminars and that are not covered by the funding provided for in section 4.4(a) and 5.4(a) of this Agreement will be subject of discussions between the Parties.

7.5 The members of the Police Management Board shall perform their duties as employees of the Bands and shall consist of no less than five (5) members.

7.6 The members of the Police Management Board shall receive training and instruction from the Province commensurate with their duties and responsibilities.

SECTION 8: COMMUNITY SUPPORT SERVICES

8.1 The Community Support Services for the RCMP First Nation Community Policing Service will be provided by Elders from the Bands who shall perform their duties as employees of the Bands.

8.2 The Bands agree to supply to the RCMP a list of candidates who may be suitable for that function.

8.3 The Elders will be selected in consultations between the Commander of the Sturgeon Lake RCMP First Nations Community Police Service and the Police Management Board.

8.4 The Community Support Services will act as a liaison between the communities and the Sturgeon Lake RCMP First Nations Community Police Service and in so doing, enhance the role of the police in the communities. In particular, the Community Support Services will:

(a) provide Members of the Sturgeon Lake RCMP First Nations Community Police Service with spiritual and cultural advice on sensitive issues within the communities;

(b) identify community resources that may be utilized in handling sensitive community issues; and

(c) facilitate workshops, meetings and discussions that will enhance and encourage the level of communication within the communities on police related issues.

8.5 The Community Support Services collectively will perform the duties set out in Section 8.4 for a minimum of 30 hours per week.

SECTION 9: FIRST NATION COMMUNITY CASE WORKER

9.1 The Community Case Worker for the RCMP First Nations Community Police Service will be an employee of the Bands performing duties outlined in Sections 9.4 and 9.5 under the direction of the Commander of the Prince Albert Detachment.

9.2 The Bands agree to supply to the RCMP and the Police Management Board a list of candidates who may be suitable for that function.

9.3 The Community Case Worker will be selected by the Police Management Board in consultation with the Commander of Prince Albert Detachment for the Sturgeon Lake RCMP First Nations Community Police Service.

9.4 The Community Case Worker will act as a liaison between members of the community, community agencies and the Sturgeon Lake RCMP First Nations Community Police Service and in doing so enhance the level and quality of service provided to members of the community. In particular, the Community Case Worker will:

(a) work out of a police office, under the direction of the Commander of the Prince Albert Detachment, maintaining client files, updating clients on file progress while maintaining an appropriate case management and information recording system;

(b) recruit and provide training for volunteers;

(c) assign case work to volunteers and in addition oversees, and provide guidance and advice to volunteers on appropriate service delivery to meet policing objectives; and

(d) meet and maintain security requirements of the RCMP and ensure that this same criteria is met by all volunteers.

9.5 In addition to the duties set out in subsection 9.4 the Community Case Worker, through the assistance of volunteers will:

(a) assist clients subject of police files and, when necessary, make referrals to other agencies;

(b) assist clients in obtaining financial reparation, court witness assistance, and the recovering of property;

(c) assist victims in seeking medical attention when necessary and co-ordinate professional services for victims;

(d) attend court with victims as well as ensures children are oriented to the court process;

(e) ensure that members of the communities are aware of services provided by police through educational programs;

(f) encourage victims of crime to report offenses to police and, through knowledge of the community, identify victims of crime to police;

(g) act as a liaison between police, educational institutions, inter-agency groups, social service agencies, self-help groups, and community Elders to improve and maintain communications; and

(h) assist the Police Management Board in identifying and developing crime prevention strategies.

9.6 The Community Case Worker will perform duties set out in subsections 9.4 and 9.5 for a minimum of forty (40) hours per week under the supervision of the Commander of the Sturgeon Lake RCMP First Nations Community Police Service.

9.7 The Community Case Worker shall receive training commensurate to the duties outlined in subsections 9.4 and 9.5. The training costs and other related costs will be borne solely by the Province unless otherwise agreed to in writing by Canada.

SECTION 10: ROLE AND RESPONSIBILITIES OF THE RCMP

10.1 The RCMP will:

(a) assign three (3) Members and .5 secretarial/support staff of the RCMP First Nations Community Policing Service to provide policing services for, or to assist in, the provision of policing services for the Bands pursuant to this Agreement as soon as practicable within three (3) months from the signing of this Agreement;

(b) make best efforts to ensure that Members of the RCMP First Nations Community Policing Service assigned to the Sturgeon Lake RCMP First Nations Community Police Service are culturally compatible with those communities;

(c) ensure that the process referred to in 10.1(b) will be consensual and be effected through consultation between the Police Management Board and the Commanding Officer of the Division or his or her designate;

(d) ensure that the Members deployed through the RCMP First Nations Community Policing Service will devote all of their on duty time to the policing needs of the Bands in the territory defined in this Agreement and at least 80% of this time shall be spent within the boundaries of the Territory of the Bands as defined in this agreement;

(e) ensure that the time spent outside of the Territory of the Bands's boundaries by the Members of the RCMP First Nations Community Policing Service will be related to the handling of the First Nations policing issues, except where an emergency exists, in which case the duties will be determined by the Commander of the Prince Albert Detachment;

(f) ensure that regular status reports detailing the policing services provided for the Bands are supplied on a monthly basis to the Band Councils or their designated representatives and the Police Management Board;

(g) ensure that, where it is deemed appropriate, special reports, in addition to the monthly reports, be provided on request, to the Band Councils and the Police Management Board;

(h) enforce present or future Band By-Laws enacted by the Band Councils pursuant to the following sections of the Indian Act (R.S.C, 1985, c. I-5):

(i) section 81(1)(b) - the regulation of traffic,

(ii) section 81(1)(c) - the observance of law and order,

(iii) section 81(1)(d) - the prevention of disorderly conduct and nuisances,

(iv) section 81(1)(p) - the removal and punishment of persons trespassing on the reserve or frequenting the reserve for prohibited purposes,

(v) section 85.1(a) - prohibiting the sale, barter, supply or manufacture of intoxicants on the reserve of the band,

(vi) section 85.1(b) - prohibiting any person from being intoxicated on the reserve,

(vii) section 85.1(c) - prohibiting any person from having intoxicants in his possession on the reserve;

(i) pay a fee for use of police office facilities provided by Sturgeon Lake First Nation under paragraph 6.2 (a) at an annual rate of $10.00 per square foot ($107.64 per square metre); such fee shall form part of the Actual Costs; and

(j) pay a fee for use of residences when provided by the Bands under paragraph 6.2(b) at a rate to be agreed to by the parties in an agreement with the RCMP; such fee will form part of the Actual Costs.

10.2 The RCMP will ensure that Members providing service for the Bands receive, in a timely manner, training to allow them to meet the needs of those communities. Such training may consist of, but not be limited to family violence, substance abuse, suicide prevention and other areas which are consistent with the policing needs of the Bands.

SECTION 11: ROLE AND RESPONSIBILITIES OF THE RCMP FIRST NATIONS COMMUNITY POLICING SERVICE

11.1 The primary responsibility of the Members deployed through the RCMP First Nations Community Policing Service will be to work in cooperation with the Bands to provide a professional, effective and efficient policing service, in a manner which is responsive and culturally sensitive to those communities.

11.2 In addition to the "Role and Responsibilities of the RCMP", as described in Section 10, the Members deployed through the RCMP First Nations Community Policing Service will:

(a) treat all people equally and with respect;

(b) uphold the Canadian Charter of Rights and Freedoms;

(c) serve and protect the communities;

(d) work with the communities and other agencies to prevent or resolve problems that affect the communities' safety and quality of life;

(e) establish crime prevention initiatives through community education or assist the communities with similar initiatives in their capacity as members of the RCMP First Nations Community Policing Service;

(f) promote a creative and responsive environment to allow all RCMP Members to deliver community policing services;

(g) enforce the applicable federal and provincial laws and such Band By-Laws referred to in paragraph 10.1(h);

(h) work with the Police Management Board towards the achievement of objectives, priorities, goals, strategies and special projects which will assist the communities to address specific community issues and concerns; and

(i) live in the communities when suitable accommodation which meets the needs of the RCMP First Nations Community Policing Service and which is to the satisfaction of the Commissioner is available, unless it is otherwise agreed to upon mutual consent of both the Member of the RCMP First Nations Community Policing Service affected and the Police Management Board that the particular Member may live outside the communities.

SECTION 12: SPECIAL PROVISIONS

12.1 During the term of this Agreement it shall be acknowledged by the Parties that:

(a) the Members assigned to the First Nations through the RCMP First Nations Community Policing Service may be absent from time to time due to illness, holidays or other duty related requirements, in which case the appropriate Commander of the Prince Albert Detachment will ensure that the policing needs of the communities are met;

(b) the Commander of the Prince Albert Detachment has the authority and responsibility for the personnel who provide the policing services for the Bands; and

(c) concerns regarding the day-to-day policing of the communities should be brought to the attention of the Commander of the Sturgeon Lake RCMP First Nations Community Police Service or of the Commander of Prince Albert Detachment as may be appropriate under the circumstances.

SECTION 13: INDEMNIFICATION

13.1 The Bands shall indemnify and save harmless Canada and the Province and their respective employees and agents from and against all losses, claims, damages, actions, causes of action, costs and expenses that may arise directly or indirectly out of any act or omission of the Police Management Board or the Community Support Services or the Community Case Worker or their respective members, employees, officers or agents, in the performance of this Agreement. Such indemnity shall survive the Agreement.

13.2 Neither Canada nor the Province shall be responsible for any bodily or personal injury or property damage of any nature whatsoever that may be suffered or sustained by the respective Bands, Band Councils, the Police Management Board, the Community Support Services or the Community Case Worker and their respective members, employees, officers or agents in the performance of this Agreement unless it is caused by the negligent act or omission of an employee or agent of Canada or the Province in the performance of his or her duties.

13.3 Canada shall not be held responsible for any incidental, indirect, special or consequential damages or any loss of use, revenue or profit arising out of or in any way related to this Agreement.

13.4 The Bands shall, without limiting their obligations herein, insure the operations of the Police Management Board and Community Support Services and the Community Case Worker under a contract of comprehensive or commercial general liability, with an insurer in the Province, in an amount of not less than $1,000,000 per occurrence insuring against bodily injury, personal injury, and property damage including loss or use thereof. Such insurance shall include a blanket contractual liability.

13.5 The Sturgeon Lake First Nation shall provide proof of all required insurance in a form acceptable to Canada and the Province shall be promptly provided to Canada and the Province upon request.

SECTION 14: AMENDMENT

14.1 This Agreement may be amended from time to time by written agreement of all Parties.

SECTION 15: TERMINATION

15.1 The Parties may terminate this Agreement with regard to the RCMP First Nations Community Policing Service by giving the other Parties twelve (12) months notice in writing.

15.2 Upon termination of this Agreement by any party, the Bands agree to refund all unexpended funds to Canada and the Province within ninety (90) days of the effective date of termination of this Agreement unless there is approval in writing from Canada and the Province to retain these funds solely for the purposes for which they were provided.

SECTION 16: NOTICES

16.1 Any notice or other document required or permitted to be given by one Party to the other Party under this Agreement will be in writing and shall be communicated by registered mail addressed to:

(a) Canada:

Ministry of the Solicitor General
Aboriginal Policing Directorate
340 Laurier Avenue West, 11th floor
Ottawa, Ontario
K1A 0P8
Fax: 613-991-0961

(b) The Province:

Department of Justice of Saskatchewan
1874 Scarth Street
Regina, Saskatchewan
S4P 3V7
Fax: 306-787-9111

(c) The Bands:

The Chief
Sturgeon Lake First Nation
Comp 5 Site 12 R.R. 1
Shellbrook, Saskatchewan
S0J 2E0

The Chief
Wahpeton Dakota Nation
P.o. Box 128
Prince Albert, Saskatchewan
S6V 5R4

The Chief
Lac La Ronge Indian Band
Box 480
La Ronge, Saskatchewan
S0J 1L0

The Chief
Montreal Lake Cree Nation
General Delivery
Montreal Lake, Saskatchewan
S0J 1Y0

SECTION 17: SAVING PROVISION

17.1 Nothing in this Agreement is in any way intended to replace or amend any obligation that either Party is bound by or required to perform by operation of law.

17.2 Nothing in this Agreement shall abrogate or derogate from any Aboriginal treaty, constitutional or other rights which have accrued or may accrue to any of the Parties.

SECTION 18: DISPUTES

18.1 Any new issue, matter of general concern or dispute arising under this Agreement shall be a matter for consultation and resolution between the Solicitor General, the Minister and the Bands that are party of this Agreement, in such manner as they shall see fit.

IN WITNESS WHEREOF the Parties have executed this Agreement as of the day and year first written above.

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

Solicitor General of Canada

Witness

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF SASKATCHEWAN

Minister of Justice

Witness

THE STURGEON LAKE FIRST NATION AS REPRESENTED BY ITS CHIEF

Chief

Witness

THE WAHPETON DAKOTA NATION AS REPRESENTED BY ITS CHIEF

Chief

Witness

THE LAC LA RONGE INDIAN BAND AS REPRESENTED BY ITS CHIEF

Chief

Witness

THE MONTREAL LAKE CREE NATION AS REPRESENTED BY ITS CHIEF

Chief

Witness

ROYAL CANADIAN MOUNTED POLICE AS REPRESENTED BY THE COMMISSIONER

A/ Commissioner

Witness

SECTION 3

AGREEMENT BETWEEN

CANADA - SASKATCHEWAN

AND THE

MUSKODAY FIRST NATION

FOR THE

ROYAL CANADIAN MOUNTED POLICE -

FIRST NATIONS COMMUNITY POLICING SERVICE

THIS AGREEMENT MADE THE 11th DAY OF October, 1995

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED
BY THE SOLICITOR GENERAL OF CANADA
(hereinafter referred to as "Canada")

of the first part

- AND -

HER MAJESTY THE QUEEN IN RIGHT OF
THE PROVINCE OF SASKATCHEWAN
AS REPRESENTED BY THE MINISTER OF JUSTICE OF SASKATCHEWAN
(hereinafter referred to as the "Province")

of the second part

- AND -

THE MUSKODAY FIRST NATION, AS REPRESENTED BY ITS CHIEF
(herein referred to as the "Muskoday First Nation")

of the third part

WHEREAS the Parties wish to cooperate in the provision of effective, efficient, professional and culturally responsive policing services within the Muskoday First Nation Territory consistent with the needs of the Muskoday First Nation, the First Nations Policing Policy, the Commissioner's formal statement on RCMP community policing, RCMP service standards and the Province's policy for First Nations Policing;

WHEREAS the Parties recognize the shared responsibilities to maintain peace and good order in First Nations Territories, and that the Muskoday First Nation has a role in the determination of the level and quality of the policing services which it receives and that a tripartite agreement will give concrete expression to this role;

WHEREAS the Parties recognize that the policing services provided through the RCMP First Nations Community Policing Service include the enforcement of applicable federal and provincial statutes as well as applicable present or future Band By-Laws enacted pursuant to the Indian Act, R.S.C., 1985, c.1-5 specified in this Agreement, the prevention of crime and the maintenance of order;

WHEREAS the Parties recognize that nothing in this Agreement shall abrogate or derogate from any Aboriginal, treaty, constitutional or other rights which have accrued or may accrue to any of the Parties;

WHEREAS it is understood that the goal of the Muskoday First Nation is to establish a First Nation administered Police Service for the Muskoday First Nation and this Agreement is entered into as an interim measure to facilitate the planning and orderly transition from the current policing services to a First Nation administered Police Service;

AND WHEREAS the Parties wish to, subject to and in accordance with the terms of this Agreement, enter into this Agreement to enable peace officers deployed under the RCMP First Nations Community Policing Service to provide policing services for the Muskoday First Nation.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

SECTION 1: DEFINITIONS

1.1 For the purposes of this Agreement, each of the following terms shall, unless the context otherwise requires, have the meaning set out beside it.

"**Actual Costs**" means those direct and indirect costs, as described in section 8 of the Framework Agreement entered into between Canada, the Province and the Federation of Saskatchewan Indian Nations on May 18, 1993, incurred by the RCMP in providing policing services to First Nation communities through the RCMP First Nation Community Policing Service during the term of this Agreement;

"**Band Council**" means the band council of the Muskoday First Nation;

"**By-Law**" means the by-laws enacted by the Band Council of the Muskoday First Nation pursuant to the Indian Act;

"**Commander of the Prince Albert Detachment**" means the RCMP Member in charge of the Prince Albert Detachment who manages the physical, financial and human resources of the Detachment;

"**Commanding Officer**" means the officer of the RCMP, resident in the Province, appointed by the Commissioner to command the Division;

"**Commissioner**" means the Commissioner of the Royal Canadian Mounted Police;

"**Division**" means the organizational component of the RCMP that is responsible for law enforcement and the prevention of crime in the Province;

"**First Nations Policing Policy**" means the federal First Nations Policing Policy announced by the Solicitor General of Canada and the Minister of Indian Affairs and Northern Development on June 27, 1991;

"**Fiscal Year**" means the twelve month period beginning on April 1 in any year and ending on March 31 in the next year;

"**Member**" means any member of the RCMP appointed pursuant to the Royal Canadian Mounted Police Act and any regulations made pursuant thereto and without limitation includes any regular member, special constable, special constable member, and civilian so appointed;

"**Minister**" means the Minister of the Province of Saskatchewan responsible for policing services in the Province;

"**Muskoday First Nation**" means the Muskoday Indian Band number 371 which has been established pursuant to the Indian Act, R.S.C. 1985, c.I-5;

"**Muskoday First Nation Territory**" means the Muskoday Reserve number 99 which is a "reserve" as defined in subsection 2(1) of the Indian Act.

"**Parties**" means Canada, the Province and the Muskoday First Nation;

"**Police Management Board**" means the group established under section 7 of this Agreement;

"**Prince Albert Detachment**" means the organizational component of the Division of the RCMP which is assigned responsibility, for the provision of police services within the Muskoday First Nation that has prescribed territorial boundaries and includes the Muskoday First Nation Community Police Service;

"**Province**" means the Province of Saskatchewan;

"**RCMP**" means the police force for Canada continued under the Royal Canadian Mounted Police Act, and known as the Royal Canadian Mounted Police;

1.2 The singular number includes the plural and the plural number includes the singular where such is consistent with the context.

SECTION 2: APPLICATION

2.1 This Agreement is made pursuant to the Framework Agreement for the RCMP First Nations Community Policing Service entered into between Canada, the Province and the Federation of Saskatchewan Indian Nations on May 18, 1993 (hereinafter referred to as the "Framework Agreement"). Unless this Agreement expressly makes arrangements otherwise, all the provisions of the Framework Agreement apply to this Agreement.

2.2 This Agreement applies to the provision of policing services for Muskoday First Nation and the establishment of the Muskoday RCMP First Nations Community Police Service and forms part of Schedule "B" to the Framework Agreement between Canada, the Province and the Federation of Saskatchewan Indian Nations regarding the provision of the RCMP First Nations Community Policing Service in the Province.

SECTION 3: TERM OF AGREEMENT

3.1 Notwithstanding the date on which this Agreement is executed, this Agreement comes into force on September 1, 1994 and continues in force until March 31, 1998, unless it is terminated pursuant to Section 14 of this Agreement.

3.2 Upon the written agreement of the Parties, the provisions of this Agreement will remain in force pending its renewal, extension or renegotiation.

SECTION 4: ROLE AND RESPONSIBILITIES OF CANADA

4.1 Subject to appropriation by Parliament, Canada agrees to provide to the RCMP 52% of the Actual Costs of a complement of one (1) Member of the RCMP First Nations Community Policing Service for the Muskoday First Nation and the provision of the Muskoday RCMP First Nations Community Police Service in accordance with the terms and conditions set out in the Framework Agreement.

4.2 In addition to the Actual Costs set out in subsection 4.1 and subject to appropriation by Parliament, Canada agrees to provide to the Muskoday First Nation:

(a) on April 1 of each Fiscal Year, an amount not to exceed $1,664 in each Fiscal Year for the costs of the Police Management Board described in Section 7; this amount represents 52% of the estimated annual costs of the Police Management Board and includes the honorarium, travel costs and liability insurance coverage of its members as referred to in Sections 12.4 and 12.5; and

(b) on April 1 of each Fiscal Year, an amount not to exceed $7,800 in each Fiscal Year for the costs of the Community Support Services described in section 8; this amount represents 52% of the estimated annual costs of the Community Support Services and includes $1,000 per month for the salaries or honorarium of its members and $3,000 per year in travel costs of its members as well as the liability insurance coverage as referred to in Sections 12.4 and 12.5.

SECTION 5: ROLE AND RESPONSIBILITIES OF THE PROVINCE

5.1 Subject to appropriation by the Legislature, the Province agrees to provide to the RCMP 48% of the Actual Costs of a complement of one (1) Member of the RCMP First Nations Community Policing Service for the Muskoday First Nation and the provision of the Muskoday RCMP First Nations Community Police Service in accordance with the terms and conditions set out in the Framework Agreement.

5.2 In addition to the Actual Costs set out in subsection 5.1 and subject to appropriation by the Provincial Legislature, the Province agrees to provide to the Muskoday First Nation:

(a) on a quarterly basis commencing April 1 of each Fiscal Year, an amount not to exceed $1,536 in each Fiscal Year for the costs of the Police Management Board described in section 7; this amount represents 48% of the estimated annual costs of the Police Management Board and includes the honorarium, travel costs and liability insurance coverage of its members as referred to in Sections 12.4 and 12.5; and

(b) on a quarterly basis commencing April 1 of each Fiscal Year, an amount not to exceed $7,200 in each Fiscal Year for the costs of the Community Support Services described in section 8; this amount represents 48% of the estimated annual costs of the Community Support Services and includes $1,000 per month for the salaries or honorarium of its members and $3,000 per year in travel costs of its members as well as the liability insurance coverage as referred to in Sections 12.4 and 12.5.

5.3 During the term of this Agreement, the Province will provide, at the end of each Fiscal Year, to the Muskoday First Nation copies of the appropriate documents which identify costs billed by the RCMP to Canada and the Province for the policing services provided by the RCMP First Nations Community Policing Service to the Muskoday First Nation.

SECTION 6: ROLE AND RESPONSIBILITIES OF THE MUSKODAY FIRST NATION

6.1 The Muskoday First Nation or its designated representative shall, pursuant to the provisions of this Agreement:

(a) establish a Police Management Board within fifteen (15) days of the signing of this Agreement;

(b) determine the terms of reference of the Police Management Board within sixty (60) days of the signing of this Agreement;

(c) use the funds provided by Canada and the Province under this Agreement only for the purposes for which they were provided;

(d) maintain financial records with respect to the funds referred to in section 6.1(c) in accordance with generally accepted accounting principles as prescribed in the Canadian Institute of Chartered Accountant's Handbook, and the financial management regulations of the Muskoday First Nation, including proper records of all expenditures made by the recipient in connection with the project and the invoices, receipts and vouchers relating thereto;

(e) on or before May 31 of each Fiscal Year during the term of this Agreement, submit to Canada and the Province, in a form acceptable to Canada and the Province, a financial statement covering the Fiscal Year, showing the complete disposition of the funds for the past Fiscal Year; and

(f) upon submission of the financial statement referred to in paragraph (e) and in the event that the monies advanced exceed the eligible costs incurred during the Fiscal Year, return to Canada and the Province, an amount equal to any surplus funds not expended or accounted for at the end of the Fiscal Year unless there is approval in writing by Canada and the Province to retain these funds solely for the purposes for which they were provided.

6.2 The Muskoday First Nation shall provide or cause to be provided a police facility to a maximum of 200 square feet (at an annual rate of $10.00 per square foot ($107.64 per square metre), such amount shall form part of the Actual Costs) at Muskoday First Nation that meets the needs of the RCMP First Nations Community Policing Service and that is to the satisfaction of the Commissioner. Muskoday First Nation shall, in accordance with the Indian Act, enter into an arrangement with the RCMP for the use of such facility and these facilities shall be available for occupation by the RCMP-FNCPS on a date as mutually may be agreed upon by the Commanding Officer and the Band Council.

SECTION 7: POLICE MANAGEMENT BOARD

7.1 The Police Management Board to be established by the Muskoday First Nation should be representative of the community and may include participants who are Elders, women, and youth.

7.2 Consistent with this Agreement, the role and responsibilities of the Police Management Board will be to:

(a) identify policing issues and concerns of the community to a representative of the Muskoday RCMP First Nations Community Police Service;

(b) work with the Muskoday RCMP First Nations Community Police Service in seeking solutions to community issues and concerns;

(c) work with the RCMP to develop, in consultation with a representative of the Muskoday RCMP First Nations Community Police Service, the objectives, priorities, goals, strategies, special projects and a periodic evaluation of the police services which will assist the community and the police service to address specific community issues and concerns; and

(d) identify desirable attributes for Members of the RCMP First Nations Community Policing Service who are to be considered for deployment to the Muskoday RCMP First Nations Community Police Service.

7.3 The Police Management Board shall meet at least once per month during the first year that this Agreement is in effect and at least once every two months during the second and third year of this Agreement.

7.4 The extraordinary costs that the members of the Police Management Board may incur in travelling to necessary meetings, conferences and seminars and that are not covered by the funding provided for in paragraphs 4.2(a) and 5.2(a) of this Agreement will be subject to discussions between the Parties.

7.5 The Police Management Board for the Muskoday First Nation shall consist of no less than four (4) members who shall perform their duties as employees of the Muskoday First Nation.

7.6 The members of the Police Management Board shall receive training and instruction from the Province commensurate with their duties and responsibilities.

SECTION 8: COMMUNITY SUPPORT SERVICES

8.1 The Community Support Services for the Muskoday RCMP First Nation Community Police Service will be provided by one or more Elders from the Muskoday First Nation who shall perform their duties as employees of the Muskoday First Nation.

8.2 The Muskoday First Nation agrees to supply to the RCMP and the Police Management Board a list of candidates who may be suitable for that function.

8.3 The one or more Elders referred to in subsection 8.1 will be selected by the Police Management Board in consultation with the Commander of the Prince Albert Detachment.

8.4 The Community Support Services will act as a liaison between the community and the Muskoday RCMP First Nations Community Police Service and in so doing, enhance the role of the police in the community. In particular, the Community Support Services will:

(a) provide Members of the Muskoday RCMP First Nations Community Police Service with spiritual and cultural advice on sensitive issues within the community;

(b) identify community resources that may be utilized in handling sensitive community issues; and

(c) facilitate workshops, meetings and discussions that will enhance and encourage the level of communication within the community on police related issues.

8.5 The Community Support Services collectively will perform the duties set out in Section 8.4 for a minimum of 20 hours per week.

SECTION 9: ROLE AND RESPONSIBILITIES OF THE RCMP

9.1 The RCMP will:

(a) Assign the equivalent of one (1) Member of the RCMP First Nations Community Policing Service to provide policing services for, or to assist in, the provision of policing services for the Muskoday First Nation pursuant to this Agreement as soon as practicable within three (3) months from the signing of this Agreement;

(b) make best efforts to ensure that Members of the RCMP First Nations Community Policing Service assigned to the Muskoday First Nation are culturally compatible with this community;

(c) ensure that the process referred to in 9.1(b) will be consensual and be effected through consultation between the Police Management Board and the Commanding Officer of the Division or his or her designate;

(d) ensure that the Members deployed through the RCMP First Nations Community Policing Service will devote all of their on duty time to the policing needs of the Muskoday First Nation and at least 80% of this time shall be spent within the boundaries of the Muskoday First Nation Territory;

(e) ensure that the time spent outside of the Muskoday First Nation boundaries by the Members of the RCMP First Nations Community Policing Service will be related to the handling of the Muskoday First Nation policing issues, except where an emergency exists, in which case the duties will be determined by the Commander of the Prince Albert Detachment;

(f) ensure that regular status reports detailing the policing services provided for the Muskoday First Nation are supplied on a monthly basis to the Band Council or its designated representative and the Police Management Board;

(g) ensure that, where it is deemed appropriate, special reports, in addition to the monthly reports, be provided on request, to the Band Council and the Police Management Board;

(h) enforce the by-laws made by the Muskoday First Nation pursuant to the following sections of the Indian Act (R.S.C, 1985, c. I-5):

(i) section 81(1)(b) - the regulation of traffic,

(ii) section 81(1)(c) - the observance of law and order,

(iii) section 81(1)(d) - the prevention of disorderly conduct and nuisances,

(iv) section 81(1)(p) - the removal and punishment of persons trespassing on the reserve or frequenting the reserve for prohibited purposes,

(v) section 85.1(a) - prohibiting the sale, barter, supply or manufacture of intoxicants on the reserve of the band,

(vi) section 85.1(b) - prohibiting any person from being intoxicated on the reserve,

(vii) section 85.1(c) - prohibiting any person from having intoxicants in his possession on the reserve.

(i) rent police office facilities provided by the Muskoday First Nation under subsection 6.2 at an annual rental rate of $10.00 per square foot ($107.64 per square metre); such rent shall form part of the Actual Costs.

9.2 The RCMP will ensure that Members providing service for the Muskoday First Nation receive, in a timely manner, training to allow them to meet the needs of this community. Such training may consist of, but not be limited to family violence, substance abuse, suicide prevention and other areas which are consistent with the policing needs of Muskoday First Nation.

SECTION 10: ROLE AND RESPONSIBILITIES OF THE RCMP FIRST NATIONS COMMUNITY POLICING SERVICE

10.1 The primary responsibility of the Members deployed through the RCMP First Nations Community Policing Service will be to work in cooperation with the Muskoday First Nation to provide a professional, effective and efficient policing service, in a manner which is responsive and culturally sensitive to this community.

10.2 In addition to the "Role and Responsibilities of the RCMP", as described in Section 9, the Members deployed through the RCMP First Nations Community Policing Service will:

(a) treat all people equally and with respect;

(b) uphold the Canadian Charter of Rights and Freedoms;

(c) serve and protect the community;

(d) work with the community and other agencies to prevent or resolve problems that affect the community's safety and quality of life;

(e) establish crime prevention initiatives through community education or assist the community with similar initiatives in their capacity as Members of the RCMP First Nations Community Policing Service;

(f) promote a creative and responsive environment to allow all RCMP Members to deliver community policing services;

(g) enforce the applicable federal and provincial laws and such Band By-Laws referred to in paragraph 9.1(h);

(h) work with the Police Management Board towards the achievement of objectives, priorities, goals, strategies, special projects and a periodic evaluation of the police services which will assist the community and the police service to address specific community issues and concerns.

(i) upon mutual consent of both the Member of the Muskoday RCMP First Nations Community Police Service affected and the Police Management Board, one member may live in the community when suitable accommodation is available.

SECTION 11: SPECIAL PROVISIONS

11.1 During the term of this Agreement it shall be acknowledged by the Parties that:

(a) the Members assigned to the Muskoday First Nation through the RCMP First Nations Community Policing Service may be absent from time to time due to illness, holidays or other duty related requirements, in which case the Commander of the Prince Albert Detachment will ensure that the policing needs of the community are met;

(b) the Commander of the Prince Albert Detachment has the authority and responsibility for the personnel who provide the policing services for the Muskoday First Nation; and

(c) concerns regarding the day-to-day policing of the community should be brought to the attention of the Commander of the Prince Albert Detachment or a Member of the Muskoday RCMP First Nations Community Police Service as may be appropriate under the circumstances.

SECTION 12: INDEMNIFICATION

12.1 The Muskoday First Nation shall indemnify and save harmless Canada and the Province and their respective employees and agents from and against all losses, claims, damages, actions, causes of action, costs and expenses that may arise directly or indirectly out of any act or omission of the Police Management Board or the Community Support Services or their respective members, employees, officers or agents, in the performance of this Agreement. Such indemnity shall survive the Agreement.

12.2 Neither Canada nor the Province shall be responsible for any bodily or personal injury or property damage of any nature whatsoever that may be suffered or sustained by the respective Band Councils, the Police Management Board, the Community Support Services and their respective members, employees, officers or agents in the performance of this Agreement unless it is caused by the negligent act or omission of an employee or agent of Canada or the Province in the performance of his or her duties.

12.3 Canada shall not be held responsible for any incidental, indirect, special or consequential damages or any loss of use, revenue or profit arising out of or in any way related to this Agreement.

12.4 The Muskoday First Nation shall, without limiting its obligations herein, insure the operations of the Police Management Board and Community Support Services under a contract of comprehensive or commercial general liability, with an insurer in the Province, in an amount of not less than $1,000,000.00 per occurrence insuring against bodily injury, personal injury and property damage including loss or use thereof. Such insurance shall include a blanket contractual liability.

12.5 Proof of all required insurance in a form acceptable to Canada and the Province shall be promptly provided to Canada and the Province upon request.

SECTION 13: AMENDMENT

13.1 This Agreement may be amended from time to time by written agreement of all Parties.

SECTION 14: TERMINATION

14.1 The Parties may terminate this Agreement with regard to the RCMP First Nations Community Policing Service by giving the other Parties twelve (12) months notice in writing.

14.2 Upon termination of this Agreement by any party, the Muskoday First Nation agrees to refund all unexpended funds to Canada and the Province within ninety (90) days of the effective date of termination of this Agreement unless there is approval in writing from Canada and the Province to retain these funds solely for the purposes for which they were provided.

SECTION 15: NOTICES

15.1 Any notice or other document required or permitted to be given by one Party to the other Party under this Agreement will be in writing and shall be communicated by registered mail addressed to:

(a) Canada:

Ministry of the Solicitor General
Aboriginal Policing Directorate
340 Laurier Avenue West, 11th floor
Ottawa, Ontario
K1A 0P8
Fax: 613-991-0961

(b) the Province:

Department of Justice of Saskatchewan
1874 Scarth Street
Regina, Saskatchewan
S4P 3V7
Fax: 306-787-9111

(c) Muskoday First Nation:

The Chief
Muskoday First Nation
Box 9
Birch Hills, Saskatchewan
S0J 0G0

SECTION 16: SAVING PROVISION

16.1 Nothing in this Agreement is in any way intended to replace or amend any obligation that either Party is bound by or required to perform by operation of law.

16.2 The Preamble and Schedules attached hereto form an integral part of this Agreement. In the event that any provision in this Agreement shall be deemed void or invalid by a court of competent jurisdiction, the remaining provisions shall be and remain in full force and effect.

16.3 Nothing in this Agreement shall abrogate or derogate from any Aboriginal, treaty, constitutional or other rights which have accrued or may accrue to any of the Parties.

SECTION 17: DISPUTES

17.1 Any new issue, matter of general concern or dispute arising under this Agreement shall be a matter for consultation and resolution between the Solicitor General, the Minister and the Muskoday First Nation in such manner as they shall see fit.

IN WITNESS WHEREOF the Parties have executed this Agreement as of the day and year first written above.

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

Solicitor General of Canada

Witness

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF SASKATCHEWAN

Minister of Justice

Witness

MUSKODAY FIRST NATION AS REPRESENTED BY ITS CHIEF

Chief

Witness

The terms and conditions of this Agreement are hereby acknowledged by the Royal Canadian Mounted Police as represented by the Commissioner or his designate.

Commissioner

Witness

SECTION 4

AGREEMENT BETWEEN

CANADA - SASKATCHEWAN

AND THE

HATCHET LAKE FIRST NATION

FOR THE

ROYAL CANADIAN MOUNTED POLICE -

FIRST NATIONS COMMUNITY POLICING SERVICE

THIS AGREEMENT MADE THE 11th DAY OF October, 1995

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED
BY THE SOLICITOR GENERAL OF CANADA
(hereinafter referred to as "Canada")

of the first part

- AND -

HER MAJESTY THE QUEEN IN RIGHT OF
THE PROVINCE OF SASKATCHEWAN
AS REPRESENTED BY THE MINISTER OF JUSTICE OF SASKATCHEWAN
(hereinafter referred to as the "Province")

of the second part

- AND -

THE HATCHET LAKE FIRST NATION, AS REPRESENTED BY ITS CHIEF
(herein referred to as the "Hatchet Lake First Nation")

of the third part

WHEREAS the Parties wish to cooperate in the provision of effective, efficient, professional and culturally responsive policing services within the Hatchet Lake First Nation Territory consistent with the needs of the Hatchet Lake First Nation, the First Nations Policing Policy, the Commissioner's formal statement on RCMP community policing, RCMP service standards and the Province's policy for First Nations Policing;

WHEREAS the Parties recognize the shared responsibilities to maintain peace and good order in First Nations Territories, and that the Hatchet Lake First Nation has a role in the determination of the level and quality of the policing services which it receives and that a tripartite agreement will give concrete expression to this role;

WHEREAS the Parties recognize that the policing services provided through the RCMP First Nations Community Policing Service include the enforcement of applicabie federal and provincial statutes as well as applicable present or future Band By-Laws enacted pursuant to the Indian Act, R.S.C., 1985, c.1-5 specified in this Agreement, the prevention of crime and the maintenance of order;

WHEREAS the Parties recognize that nothing in this Agreement shall abrogate or derogate from any Aboriginal, treaty, constitutional or other rights which have accrued or may accrue to any of the Parties;

WHEREAS it is understood that the goal of the Hatchet Lake First Nation is to establish a First Nation administered Police Service for the Hatchet Lake First Nation and this Agreement is entered into as an interim measure to facilitate the planning and orderly transition from the current policing services to a First Nation administered Police Service;

AND WHEREAS the Parties wish to, subject to and in accordance with the terms of this Agreement, enter into this Agreement to enable peace officers deployed under the RCMP First Nations Community Policing Service to provide policing services for the Hatchet Lake First Nation.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

SECTION 1: DEFINITIONS

1.1 For the purposes of this Agreement, each of the following terms shall, unless the context otherwise requires, have the meaning set out beside it.

"**Actual Costs**" means those direct and indirect costs, as described in section 8 of the Framework Agreement entered into between Canada, the Province and the Federation of Saskatchewan Indian Nations on May 18, 1993, incurred by the RCMP in providing policing services to First Nation communities through the RCMP First Nation Community Policing Service during the term of this Agreement;

"**Band Council**" means the band council of the Hatchet Lake First Nation;

"**By-Law**" means the by-laws enacted by the Band Councils of the Hatchet Lake First Nation pursuant to the Indian Act;

"**Commander of the Wollaston Lake Detachment**" means the RCMP Member in charge of the Wollaston Lake Detachment who manages the physical, financial and human resources of the Detachment;

"**Commanding Officer**" means the officer of the RCMP, resident in the Province, appointed by the Commissioner to command the Division;

"**Commissioner**" means the Commissioner of the Royal Canadian Mounted Police;

"**Division**" means the organizational component of the RCMP that is responsible for law enforcement and the prevention of crime in the Province;

"**First Nations Policing Policy**" means the federal First Nations Policing Policy announced by the Solicitor General of Canada and the Minister of Indian Affairs and Northern Development on June 27, 1991;

"**Fiscal Year**" means the twelve month period beginning on April 1 in any year and ending on March 31 in the next year;

"**Hatchet Lake First Nation**" means the Hatchet Lake Band number 352 which has been established pursuant to the Indian Act;

"**Hatchet Lake First Nation Territory**" means the Lac La Hache Reserve number 220 which is a "reserve" as defined in subsection 2(1) of the Indian Act.

"**Member**" means any member of the RCMP appointed pursuant to the Royal Canadian Mounted Police Act and any regulations made pursuant thereto and without limitation includes any regular member, special constable, special constable member, and civilian so appointed;

"**Minister**" means the Minister of the Province of Saskatchewan responsible for policing services in the Province;

"**Parties**" means Canada, the Province and the Hatchet Lake First Nation;

"**Police Management Board**" means the group established under section 7 of this Agreement;

"**Province**" means the Province of Saskatchewan;

"**RCMP**" means the police force for Canada continued under the Royal Canadian Mounted Police Act, and known as the Royal Canadian Mounted Police;

"**Wollaston Lake Detachment**" means the organizational component of the Division of the RCMP which is assigned responsibility, for the provision of police services within the Hatchet Lake First Nation and that has prescribed territorial boundaries and includes the RCMP First Nations Community Policing Service for Hatchet Lake.

1.2 The singular number includes the plural and the plural number includes the singular where such is consistent with the context.

SECTION 2: APPLICATION

2.1 This Agreement is made pursuant to the Framework Agreement for the RCMP First Nations Community Policing Service entered into between Canada, the Province and the Federation of Saskatchewan Indian Nations on May 18, 1993 (hereinafter referred to as the "Framework Agreement"). Unless this Agreement expressly makes arrangements otherwise, all the provisions of the Framework Agreement apply to this Agreement.

2.2 This Agreement applies to the provision of policing services for Hatchet Lake First Nation and the establishment of the RCMP First Nations Community Police Service at Hatchet Lake and forms part of Schedule "B" to the Framework Agreement between Canada, the Province and the Federation of Saskatchewan Indian Nations regarding the provision of the RCMP First Nations Community Policing Service in the Province.

SECTION 3: TERM OF AGREEMENT

3.1 Notwithstanding the date on which this Agreement is executed, this Agreement comes into force on April 1, 1995 and continues in force until March 31, 1998, unless it is terminated pursuant to Section 14 of this Agreement.

3.2 Upon the written agreement of the Parties, the provisions of this Agreement will remain in force pending its renewal, extension or renegotiation.

SECTION 4: ROLE AND RESPONSIBILITIES OF CANADA

4.1 Subject to appropriation by Parliament, Canada agrees to provide to the RCMP 52% of the Actual Costs of a complement of three (3) Members of the RCMP First Nations Community Policing Service for the Hatchet Lake First Nation and the provision of the RCMP First Nations Community Police Service at Hatchet Lake in accordance with the terms and conditions set out in the Framework Agreement.

4.2 In addition to the Actual Costs set out in subsection 4.1 and subject to appropriation by Parliament, Canada agrees to provide to the Hatchet Lake First Nation:

(a) on April 1 of each Fiscal Year, an amount not to exceed $1,664 in each Fiscal Year for the costs of the Police Management Board described in section 7; this amount represents 52% of the estimated annual costs of the Police Management Board and includes the honorarium and travel costs of its members as well as the liability insurance coverage referred to in Sections 12.4 and 12.5; and

(b) on April 1 of each Fiscal Year, an amount not to exceed $7,800 in each Fiscal Year for the costs of the Community Support Services described in section 8; this amount represents 52% of the estimated annual costs of the Community Support Services and includes $1,000 per month for the salaries or honorarium of its members and $3,000 per year in travel costs of its members as well as the liability insurance coverage as referred to in Sections 12.4 and 12.5.

(c) on April 1 of each fiscal year 52% of the funding for .5 clerk-stenographer position for the Hatchet Lake RCMP First Nations Community Police Service in an amount not to exceed the following levels;

(i) $5,070 towards the salary and $767.52 towards the benefits in the fiscal year 1995/96;

(ii) $5,590 towards the salary and $838.50 towards the benefits in the fiscal year 1996/97; and

(iii) $6,370 towards the salary and $916.50 towards the benefits in the fiscal year 1997/98.

SECTION 5: ROLE AND RESPONSIBILITIES OF THE PROVINCE

5.1 Subject to appropriation by the Legislature, the Province agrees to provide to the RCMP 48% of the Actual Costs of a complement of three (3) Members of the RCMP First Nations Community Policing Service for the Hatchet Lake First Nation and the provision of the RCMP First Nations Community Police Service at Hatchet Lake in accordance with the terms and conditions set out in the Framework Agreement.

5.2 In addition to the Actual Costs set out in subsection 5.1 and subject to appropriation by the Provincial Legislature, the Province agrees to provide to the Hatchet Lake First Nation:

(a) on a quarterly basis commencing April 1 of each Fiscal Year, an amount not to exceed $1,536 in each Fiscal Year for the costs of the Police Management Board described in section 7; this amount represents 48% of the estimated annual costs of the Police Management Board and includes the honorarium and travel costs of its members as well as the liability insurance coverage referred to in Sections 12.4 and 12.5; and

(b) on a quarterly basis commencing April 1 of each Fiscal Year, an amount not to exceed $7,200 in each Fiscal Year for the costs of the Community Support Services described in section 8; this amount represents 48% of the estimated annual costs of the Community Support Services and includes $1,000 per month for the salaries or honorarium of its members and $3,000 per year in travel costs of its members as well as the liability insurance coverage as referred to in Sections 12.4 and 12.5.

(c) on April 1 of each fiscal year 48% of the funding for .5 clerk stenographer position for the Hatchet Lake RCMP First Nations Community Police Service in an amount not to exceed the following levels;

(i) $4,680 towards the salary and $708.48 towards the benefits in the fiscal year 1995/96;

(ii) $5,160 towards the salary and $774.00 towards the benefits in the fiscal year 1996/97; and

(iii) $5,880 towards the salary and $846.00 towards the benefits in the fiscal year 1997/98.

5.3 During the term of this Agreement, the Province will provide, at the end of each Fiscal Year, to the Hatchet Lake First Nation copies of the appropriate documents which identify costs billed by the RCMP to Canada and the Province for the policing services provided to the Hatchet Lake First Nation.

SECTION 6: ROLE AND RESPONSIBILITIES OF THE HATCHET LAKE FIRST NATION

6.1 The Hatchet Lake First Nation or its designated representative shall, pursuant to the provisions of this Agreement:

(a) establish a Police Management Board within fifteen (15) days of the signing of this Agreement;

(b) determine the terms of reference of the Police Management Board within sixty (60) days of the signing of this Agreement;

(c) use the funds provided by Canada and the Province under this Agreement only for the purposes for which they were provided;

(d) maintain financial records with respect to the funds referred to in section 6.1(c) in accordance with generally accepted accounting principles as prescribed in the Canadian Institute of Chartered Accountant's Handbook, and the financial management regulations of the Hatchet Lake First Nation, including proper records of all expenditures made by the recipient in connection with the project and the invoices, receipts and vouchers relating thereto;

(e) on or before May 31 of each Fiscal Year during the term of this Agreement, submit to Canada and the Province, in a form acceptable to Canada and the Province, a financial statement covering the Fiscal Year, showing the complete disposition of the funds for the past Fiscal Year; and

(f) upon submission of the financial statement referred to in paragraph (e) and in the event that the monies advanced exceed the eligible costs incurred during the Fiscal Year, return to Canada and the Province, an amount equal to any surplus funds not expended or accounted for at the end of the Fiscal Year unless there is approval in writing by Canada and the Province to retain these funds solely for the purposes for which they were provided.

SECTION 7: POLICE MANAGEMENT BOARD

7.1 The Police Management Board to be established by the Hatchet Lake First Nation should be representative of the community and may include participants who are Elders, women, and youth.

7.2 Consistent with this Agreement, the role and responsibilities of the Police Management Board will be to:

(a) identify policing issues and concerns of the community to a representative of the RCMP First Nations Community Police Service at Hatchet Lake;

(b) work with the RCMP First Nations Community Police Service at Hatchet Lake in seeking solutions to community issues and concerns;

(c) work with the RCMP to develop, in consultation with a representative of the RCMP First Nations Community Police Service at Hatchet Lake, the objectives, priorities, goals, strategies, special projects and a periodic evaluation of the police services which will assist the community and the police service to address specific community issues and concerns; and

(d) identify desirable attributes for Members of the RCMP First Nations Community Policing Service who are to be considered for deployment to the RCMP First Nations Community Police Service at Hatchet Lake.

7.3 The Police Management Board shall meet at least once per month during the first year that this Agreement is in effect and at least once every two months during the second and third year of this Agreement.

7.4 The extraordinary costs that the members of the Police Management Board may incur in travelling to necessary meetings, conferences and seminars and that are not covered by the funding provided for in paragraphs 4.2(a) and 5.2(a) of this Agreement will be subject of discussions between the Parties.

7.5 The Police Management Board for the Hatchet Lake First Nation shall consist of no less than four (4) members who shall perform their duties as employees of the Hatchet Lake First Nation.

7.6 The members of the Police Management Board shall receive training and instruction from the Province commensurate with their duties and responsibilities.

SECTION 8: COMMUNITY SUPPORT SERVICES

8.1 The Community Support Services for the Hatchet Lake RCMP First Nation Community Police Service will be provided by one or more Elders from the Hatchet Lake First Nation who shall perform their duties as an employee of the Hatchet Lake First Nation.

8.2 The Hatchet Lake First Nation agrees to supply to the RCMP and the Police Management Board a list of candidates who may be suitable for that function.

8.3 The one or more Elders referred to in subsection 8.1 will be selected by the Police Management Board in consultation with the Commander of the Wollaston Detachment.

8.4 The Community Support Services will act as a liaison between the community and the RCMP First Nations Community Police Service at Hatchet Lake and in so doing, enhance the role of the police in the community. In particular, the Community Support Services will:

(a) provide Members of the RCMP First Nations Community Police Service at Hatchet Lake with spiritual and cultural advice on sensitive issues within the community;

(b) identify community resources that may be utilized in handling sensitive community issues; and

(c) facilitate workshops, meetings and discussions that will enhance and encourage the level of communication within the community on police related issues.

8.5 The Community Support Services collectively will perform the duties set out in Section 8.4 for a minimum of 20 hours per week.

SECTION 9: ROLE AND RESPONSIBILITIES OF THE RCMP

9.1 The RCMP will:

(a) Assign the equivalent of three (3) Members of the RCMP First Nations Community Policing Service to provide policing services for, or to assist in, the provision of policing services for the Hatchet Lake First Nation pursuant to this Agreement as soon as practicable within three (3) months from the signing of this Agreement;

(b) make best efforts to ensure that Members of the RCMP First Nations Community Policing Service assigned to the Hatchet Lake First Nation are culturally compatible with this community;

(c) ensure that the process referred to in 9.1(b) will be consensual and be effected through consultation between the Police Management Board and the Commanding Officer of the Division or his or her designate;

(d) ensure that the Members deployed through the RCMP First Nations Community Policing Service will devote all of their on duty time to the policing needs of the Hatchet Lake First Nation and at least 80% of this time shall be spent within the boundaries of the Hatchet Lake First Nation Territory;

(e) ensure that the time spent outside of the Hatchet Lake First Nation boundaries by the Members of the RCMP First Nations Community Policing Service will be related to the handling of the Hatchet Lake First Nation policing issues, except where an emergency exists, in which case the duties will be determined by the Commander of the Wollaston Lake Detachment;

(f) ensure that regular status reports detailing the policing services provided for the Hatchet Lake First Nation are supplied on a monthly basis to the Band Council or its designated representative and the Police Management Board;

(g) ensure that, where it is deemed appropriate, special reports, in addition to the monthly reports, be provided on request, to the Band Council and the Police Management Board; and

(h) enforce the by-laws made by the Hatchet Lake First Nation pursuant to the following sections of the Indian Act (R.S.C, 1985, c. I-5):

(i) section 81(1)(b) - the regulation of traffic,

(ii) section 81(1)(c) - the observance of law and order,

(iii) section 81(1)(d) - the prevention of disorderly conduct and nuisances,

(iv) section 81(1)(p) - the removal and punishment of persons trespassing on the reserve or frequenting the reserve for prohibited purposes,

(v) section 85.1(a) - prohibiting the sale, barter, supply or manufacture of intoxicants on the reserve of the band,

(vi) section 85.1(b) - prohibiting any person from being intoxicated on the reserve,

(vii) section 85.1(c) - prohibiting any person from having intoxicants in his possession on the reserve.

9.2 The RCMP will ensure that Members providing service for the Hatchet Lake First Nation receive, in a timely manner, training to allow them to meet the needs of this community. Such training may consist of, but not be limited to family violence, substance abuse, suicide prevention and other areas which are consistent with the policing needs of Hatchet Lake First Nation.

SECTION 10: ROLE AND RESPONSIBILITIES OF THE RCMP FIRST NATIONS COMMUNITY POLICING SERVICE

10.1 The primary responsibility of the Members deployed through the RCMP First Nations Community Policing Service will be to work in cooperation with the Hatchet Lake First Nation to provide a professional, effective and efficient policing service, in a manner which is responsive and culturally sensitive to this community.

10.2 In addition to the "Role and Responsibilities of the RCMP", as described in Section 9, the Members deployed through the RCMP First Nations Community Policing Service will:

(a) treat all people equally and with respect;

(b) uphold the Canadian Charter of Rights and Freedoms;

(c) serve and protect the community;

(d) work with the community and other agencies to prevent or resolve problems that affect the community's safety and quality of life;

(e) establish crime prevention initiatives through community education or assist the community with similar initiatives in their capacity as Members of the RCMP First Nations Community Policing Service;

(f) promote a creative and responsive environment to allow all RCMP Members to deliver community policing services;

(g) enforce the applicable federal and provincial laws and such Band By-Laws referred to in paragraph 9.1(h);

(h) work with the Police Management Board towards the achievement of objectives, priorities, goals, strategies, special projects and a periodic evaluation of the police services which will assist the community and the police service to address specific community issues and concerns; and

(i) live in the community when suitable accommodation which meets the needs of the RCMP First Nations Community Policing Service is available, unless it is otherwise agreed to upon mutual consent of both the Member of the RCMP First Nations Community Policing Service affected and the Police Management Board that the particular Member may live outside the community.

SECTION 11: SPECIAL PROVISIONS

11.1 During the term of this Agreement it shall be acknowledged by the Parties that:

(a) the Members assigned to the Hatchet Lake First Nation through the RCMP First Nations Community Policing Service may be absent from time to time due to illness, holidays or other duty related requirements, in which case the Commander of the Wollaston Lake Detachment will ensure that the policing needs of the community are met;

(b) the Commander of the Wollaston Lake Detachment has the authority and responsibility for the personnel who provide the policing services for the Hatchet Lake First Nation; and

(c) concerns regarding the day-to-day policing of the community should be brought to the attention of the Commander of the Wollaston Lake Detachment as may be appropriate under the circumstances.

SECTION 12: INDEMNIFICATION

12.1 The Hatchet Lake First Nation shall indemnify and save harmless Canada and the Province and their respective employees and agents from and against all losses, claims, damages, actions, causes of action, costs and expenses that may arise directly or indirectly out of any act or omission of the Police Management Board or the Community Support Services or their respective members, employees, officers or agents, in the performance of this Agreement. Such indemnity shall survive the Agreement.

12.2 Neither Canada nor the Province shall be responsible for any bodily or personal injury or property damage of any nature whatsoever that may be suffered or sustained by the respective Band Councils, the Police Management Board, the Community Support Services and their respective members, employees, officers or agents in the performance of this Agreement unless it is caused by the negligent act or omission of an employee or agent of Canada or the Province in the performance of his or her duties.

12.3 Canada shall not be held responsible for any incidental, indirect, special or consequential damages or any loss of use, revenue or profit arising out of or in any way related to this Agreement.

12.4 The Hatchet Lake First Nation shall, without limiting its obligations herein, insure the operations of the Police Management Board and Community Support Services under a contract of comprehensive or commercial general liability, with an insurer in the Province, in an amount of not less than $1,000,000.00 per occurrence insuring against bodily injury, personal injury and property damage including loss or use thereof. Such insurance shall include a blanket contractual liability.

12.5 Proof of all required insurance in a form acceptable to Canada and the Province shall be promptly provided to Canada and the Province upon request.

SECTION 13: AMENDMENT

13.1 This Agreement may be amended from time to time by written agreement of all Parties.

SECTION 14: TERMINATION

14.1 The Parties may terminate this Agreement with regard to the RCMP First Nations Community Policing Service by giving the other Parties twelve (12) months notice in writing.

14.2 Upon termination of this Agreement by any party, the Hatchet Lake First Nation agree to refund all unexpended funds to Canada and the Province within ninety (90) days of the effective date of termination of this Agreement unless there is approval in writing from Canada and the Province to retain these funds solely for the purposes for which they were provided.

SECTION 15: NOTICES

15.1 Any notice or other document required or permitted to be given by one Party to the other Party under this Agreement will be in writing and shall be communicated by registered mail addressed to:

(a) Canada:

Ministry of the Solicitor General
Aboriginal Policing Directorate
340 Laurier Avenue West, 11th floor
Ottawa, Ontario
K1A 0P8
Fax: 613-991-0961

(b) the Province:

Department of Justice of Saskatchewan
1874 Scarth Street
Regina, Saskatchewan
S4P 3V7
Fax: 306-787-9111

(c) Hatchet Lake First Nation:

The Chief
Hatchet Lake First Nation
General Delivery
Wollaston Lake, Saskatchewan
S0J 3C0

SECTION 16: SAVING PROVISION

16.1 Nothing in this Agreement is in any way intended to replace or amend any obligation that either Party is bound by or required to perform by operation of law.

16.2 The Preamble and Schedules attached hereto form an integral part of this Agreement. In the event that any provision in this Agreement shall be deemed void or invalid by a court of competent jurisdiction, the remaining provisions shall be and remain in full force and effect.

16.3 Nothing in this Agreement shall abrogate or derogate from any Aboriginal treaty, constitutional or other rights which have accrued or may accrue to any of the Parties.

SECTION 17: DISPUTES

17.1 Any new issue, matter of general concern or dispute arising under this Agreement shall be a matter for consultation and resolution between the Solicitor General, the Minister and the Hatchet Lake First Nation in such manner as they shall see fit.

IN WITNESS WHEREOF the Parties have executed this Agreement as of the day and year first written above.

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

Solicitor General of Canada

Witness

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF SASKATCHEWAN

Minister of Justice

Witness

HATCHET LAKE FIRST NATION AS REPRESENTED BY ITS CHIEF

Chief

Witness

The terms and conditions of this Agreement are hereby acknowledged by the Royal Canadian Mounted Police as represented by the Commissioner or his designate.

Commissioner

Witness

SECTION 5

AGREEMENT BETWEEN

CANADA - SASKATCHEWAN

AND THE

CANOE LAKE FIRST NATION

FOR THE

ROYAL CANADIAN MOUNTED POLICE -

FIRST NATIONS COMMUNITY POLICING SERVICE

THIS AGREEMENT MADE THE 11th DAY OF October, 1995

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED
BY THE SOLICITOR GENERAL OF CANADA
(hereinafter referred to as "Canada")

of the first part

- AND -

HER MAJESTY THE QUEEN IN RIGHT OF
THE PROVINCE OF SASKATCHEWAN
AS REPRESENTED BY THE MINISTER OF JUSTICE OF SASKATCHEWAN
(hereinafter referred to as the "Province")

of the second part

- AND -

THE CANOE LAKE FIRST NATION, AS REPRESENTED BY ITS CHIEF
(herein referred to as the "Canoe Lake First Nation")

of the third part

WHEREAS the Parties wish to cooperate in the provision of effective, efficient, professional and culturally responsive policing services within the Canoe Lake First Nation Territory consistent with the needs of the Canoe Lake First Nation, the First Nations Policing Policy, the Commissioner's formal statement on RCMP community policing, RCMP service standards and the Province's policy for First Nations Policing;

WHEREAS the Parties recognize the shared responsibilities to maintain peace and good order in First Nations Territories, and that the Canoe Lake First Nation has a role in the determination of the level and quality of the policing services which it receives and that a tripartite agreement will give concrete expression to this role;

WHEREAS the Parties recognize that the policing services provided through the RCMP First Nations Community Policing Service include the enforcement of applicable federal and provincial statutes as well as applicable present or future Band By-Laws enacted pursuant to the Indian Act, R.S.C., 1985,c.I-5 for any purposes specified in this Agreement, the prevention of crime and the maintenance of order;

WHEREAS the Parties recognize that nothing in this Agreement shall abrogate or derogate from any Aboriginal, treaty, constitutional or other rights which have accrued or may accrue to any of the Parties;

WHEREAS it is understood that the goal of the Canoe Lake First Nation is to establish a First Nation administered Police Service for the Canoe Lake First Nation and this Agreement is entered into as an interim measure to facilitate the planning and orderly transition from the current policing services to a First Nation administered Police Service;

AND WHEREAS the Parties wish to, subject to and in accordance with the terms of this Agreement, enter into this Agreement to enable peace officers deployed under the RCMP First Nations Community Policing Service to provide policing services for the Canoe Lake First Nation.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

SECTION 1: DEFINITIONS

1.1 For the purposes of this Agreement, each of the following terms shall, unless the context otherwise requires, have the meaning set out beside it.

"**Actual Costs**" means those direct and indirect costs, as described in section 8 of the Framework Agreement entered into between Canada, the Province and the Federation of Saskatchewan Indian Nations on May 18, 1993, incurred by the RCMP in providing policing services to First Nation communities through the RCMP First Nation Community Policing Service during the term of this Agreement;

"**Band Council**" means the band council of the Canoe Lake First Nation;

"**Beauval Detachment**" means the organizational component of the Division of the RCMP which is assigned responsibility, for the provision of police services within the Canoe Lake First Nation, that has prescribed territorial boundaries and includes the Canoe Lake RCMP First Nations Community Police Service;

"**By-Law**" means the by-laws enacted by the Band Council of the Canoe Lake First Nation pursuant to the Indian Act;

"**Canoe Lake First Nation**" means the Canoe Lake Band number 394 which has been established pursuant to the Indian Act;

"**Canoe Lake First Nation Territory**" means the Canoe Lake Reserves numbers 165, 165A, 165B, which are "reserves" as defined in subsection 2(1) of the Indian Act.

"**Commander of the Beauval Detachment**" means the RCMP Member in charge of the Beauval Detachment who manages the physical, financial and human resources of the Detachment;

"**Commander of the Canoe Lake RCMP First Nations Community Police Service**" means the RCMP Member in charge of the Canoe Lake RCMP First Nations Community Police Service who reports to the Commander of Beauval Detachment;

"**Commanding Officer**" means the officer of the RCMP, resident in the Province, appointed by the Commissioner to command the Division;

"**Commissioner**" means the Commissioner of the Royal Canadian Mounted Police;

"**Division**" means the organizational component of the RCMP that is responsible for law enforcement and the prevention of crime in the Province;

"**First Nations Policing Policy**" means the federal First Nations Policing Policy announced by the Solicitor General of Canada and the Minister of Indian Affairs and Northern Development on June 27, 1991;

"**Fiscal Year**" means the twelve month period beginning on April 1 in any year and ending on March 31 in the next year;

"**Member**" means any member of the RCMP appointed pursuant to the Royal Canadian Mounted Police Act and any regulations made pursuant thereto and without limitation includes any regular member, special constable, special constable member, and civilian so appointed;

"**Minister**" means the Minister of the Province of Saskatchewan responsible for policing services in the Province;

"**Parties**" means Canada, the Province and the Canoe Lake First Nation;

"**Police Management Board**" means the group established under section 7 of this Agreement;

"**Province**" means the Province of Saskatchewan;

"**RCMP**" means the police force for Canada continued under the Royal Canadian Mounted Police Act, and known as the Royal Canadian Mounted Police;

1.2 The singular number includes the plural and the plural number includes the singular where such is consistent with the context.

SECTION 2: APPLICATION

2.1 This Agreement is made pursuant to the Framework Agreement for the RCMP First Nations Community Policing Service entered into between Canada, the Province and the Federation of Saskatchewan Indian Nations on May 18, 1993 (hereinafter referred to as the "Framework Agreement"). Unless this Agreement expressly makes arrangements otherwise, all the provisions of the Framework Agreement apply to this Agreement.

2.2 This Agreement applies to the provision of policing services for Canoe Lake First Nation and the establishment of the Canoe Lake RCMP First Nations Community Police Service and forms part of Schedule "B" to the Framework Agreement between Canada, the Province and the Federation of Saskatchewan Indian Nations regarding the provision of the RCMP First Nations Community Policing Service in the Province.

SECTION 3: TERM OF AGREEMENT

3.1 Notwithstanding the date on which this Agreement is executed, this Agreement comes into force on April 1, 1995 and continues in force until March 31, 1998, unless it is terminated pursuant to section 14 of this Agreement.

3.2 Upon the written agreement of the Parties, the provisions of this Agreement will remain in force pending its renewal, extension or renegotiation.

SECTION 4: ROLE AND RESPONSIBILITIES OF CANADA

4.1 Subject to appropriation by Parliament, Canada agrees to provide to the RCMP 52% of the Actual Costs of a complement of 1.5 Members and .33 secretarial/support staff of the RCMP First Nations Community Policing Service for the Canoe Lake First Nation and the provision of the Canoe Lake RCMP First Nations Community Police Service in accordance with the terms and conditions set out in the Framework Agreement.

4.2 In addition to the Actual Costs set out in subsection 4.1 and subject to appropriation by Parliament, Canada agrees to provide to the Canoe Lake First Nation:

(a) on April 1 of each Fiscal Year, an amount not to exceed $1,664 in each Fiscal Year for the costs of the Police Management Board described in section 7; this amount represents 52% of the estimated annual costs of the Police Management Board and includes the honorarium and travel costs of its members as well as the liability insurance coverage referred to in Sections 12.4 and 12.5; and

(b) on April 1 of each Fiscal Year, an amount not to exceed $7,800 in each Fiscal Year for the costs of the Community Support Services described in section 8; this amount represents 52% of the estimated annual costs of the Community Support Services and includes $1,000 per month for the salaries or honorarium and $3,000 per year in travel costs of its members as well as the liability insurance coverage referred to in Sections 12.4 and 12.5.

SECTION 5: ROLE AND RESPONSIBILITIES OF THE PROVINCE

5.1 Subject to appropriation by the Legislature, the Province agrees to provide to the RCMP 48% of the Actual Costs of a complement of 1.5 Members and .33 secretarial/support staff of the RCMP First Nations Community Policing Service for the Canoe Lake First Nation and the provision of the Canoe Lake RCMP First Nations Community Police Service in accordance with the terms and conditions set out in the Framework Agreement.

5.2 In addition to the Actual Costs set out in subsection 5.1 and subject to appropriation by the Provincial Legislature, the Province agrees to provide to the Canoe Lake First Nation:

(a) on a quarterly basis commencing April 1 of each Fiscal Year, an amount not to exceed $1,536 in each Fiscal Year for the costs of the Police Management Board described in section 7; this amount represents 48% of the estimated annual costs of the Police Management Board and includes the honorarium and travel costs of its members as well as the liability insurance coverage referred to in Sections 12.4 and 12.5; and

(b) on a quarterly basis commencing April 1 of each Fiscal Year, an amount not to exceed $7,200 in each Fiscal Year for the costs of the Community Support Services described in section 8; this amount represents 48% of the estimated annual costs of the Community Support Services and includes $1,000 per month for the salaries or honorarium and $3,000 per year in travel costs of its members as well as the liability insurance coverage referred to in Sections 12.4 and 12.5.

5.3 During the term of this Agreement, the Province will provide, at the end of each Fiscal Year, to the Canoe Lake First Nation copies of the appropriate documents which identify costs billed by the RCMP to Canada and the Province for the policing services provided by the RCMP First Nations Community Policing Service to the Canoe Lake First Nation.

SECTION 6: ROLE AND RESPONSIBILITIES OF THE CANOE LAKE FIRST NATION

6.1 The Canoe Lake First Nation or its designated representative shall, pursuant to the provisions of this Agreement:

(a) establish a Police Management Board within fifteen (15) days of the signing of this Agreement;

(b) determine the terms of reference of the Police Management Board within sixty (60) days of the signing of this Agreement;

(c) use the funds provided by Canada and the Province under this Agreement only for the purposes for which they were provided;

(d) maintain financial records with respect to the funds referred to in paragraph 6.1(c) in accordance with generally accepted accounting principles as prescribed in the Canadian Institute of Chartered Accountant's Handbook, and the financial management regulations of the Canoe Lake First Nation, including proper records of all expenditures made by the recipient in connection with the project and the invoices, receipts and vouchers relating thereto;

(e) on or before May 31 of each Fiscal Year during the term of this Agreement, submit to Canada and the Province, in a form acceptable to Canada and the Province, a financial statement covering the Fiscal Year, showing the complete disposition of the funds for the past Fiscal Year; and

(f) upon submission of the financial statement referred to in paragraph (e) and in the event that the monies advanced exceed the eligible costs incurred during the Fiscal Year, return to Canada and the Province, an amount equal to any surplus funds not expended or accounted for at the end of the Fiscal Year unless there is approval in writing by Canada and the Province to retain these funds solely for the purposes for which they were provided.

6.2 The Canoe Lake First Nation shall provide or cause to be provided a police facility to a maximum of 500 square feet (at an annual rate of $10.00 per square foot ($107.64 per square metre), such amount shall form part of the Actual Costs) at Canoe Lake First Nation that meets the needs of the RCMP First Nations Community Policing Service and that is to the satisfaction of the Commissioner. Canoe Lake First Nation shall, in accordance with the Indian Act enter into an arrangement with the RCMP for the use of such facility and these facilities shall be available for occupation by the RCMP-FNCPS on a date as mutually may be agreed upon by the Commanding Officer and the Band Council.

6.3 Canoe Lake First Nation may, in accordance with the Indian Act enter into an arrangement with an individual Member of the Canoe Lake RCMP-FNCPS for the use of a residence and the fee for the use of such a residence shall be paid by the individual Member. These facilities shall be available for occupation by that Member on a date as mutually may be agreed upon by the Parties.

SECTION 7: POLICE MANAGEMENT BOARD

7.1 The Police Management Board to be established by the Canoe Lake First Nation should be representative of the community and may include participants who are Elders, women, and youth.

7.2 Consistent with this Agreement, the role and responsibilities of the Police Management Board will be to:

(a) identify policing issues and concerns of the community to a representative of the Canoe Lake RCMP First Nations Community Police Service;

(b) work with the Canoe Lake RCMP First Nations Community Police Service in seeking solutions to community issues and concerns;

(c) work with the RCMP to develop, in consultation with a representative of the Canoe Lake RCMP First Nations Community Police Service, the objectives, priorities, goals, strategies, special projects and a periodic evaluation of the police services which will assist the community and the police service to address specific community issues and concerns; and

(d) identify desirable attributes for Members of the RCMP First Nations Community Policing Service who are to be considered for deployment to the Canoe Lake RCMP First Nations Community Police Service.

7.3 The Police Management Board shall meet at least once per month during the first year that this Agreement is in effect and at least once every two months during the second and third year of this Agreement.

7.4 The extraordinary costs that the members of the Police Management Board may incur in travelling to necessary meetings, conferences and seminars and that are not covered by the funding provided for in paragraphs 4.2(a) and 5.2(a) of this Agreement will be subject to discussions between the Parties.

7.5 The Police Management Board for the Canoe Lake First Nation shall consist of no less than four(4) members who shall perform their duties as employees of the Canoe Lake First Nation.

7.6 The members of the Police Management Board shall receive training and instruction from the Province commensurate with their duties and responsibilities.

SECTION 8: COMMUNITY SUPPORT SERVICES

8.1 The Community Support Services for the Canoe Lake RCMP First Nation Community Police Service will be provided by one or more Elders from the Canoe Lake First Nation who shall perform their duties as employees of the Canoe Lake First Nation.

8.2 The Canoe Lake First Nation agrees to supply to the RCMP and the Police Management Board a list of candidates who may be suitable for that function.

8.3 The one or more Elders referred to in subsection 8.1 will be selected by the Police Management Board in consultation with the Commander of the Canoe Lake RCMP First Nations Community Police Service.

8.4 The Community Support Services will act as a liaison between the community and the Canoe Lake RCMP First Nations Community Police Service and in so doing, enhance the role of the police in the community. In particular, the Community Support Services will:

(a) provide Members of the Canoe Lake RCMP First Nations Community Police Service with spiritual and cultural advice on sensitive issues within the community;

(b) identify community resources that may be utilized in handling sensitive community issues; and

(c) facilitate workshops, meetings and discussions that will enhance and encourage the level of communication within the community on police related issues.

8.5 The Community Support Services collectively will perform the duties set out in section 8.4 for a minimum of 20 hours per week.

SECTION 9: ROLE AND RESPONSIBILITIES OF THE RCMP

9.1 The RCMP will:

(a) assign the equivalent of 1.5 Members and .33 secretarial/support staff of the RCMP First Nations Community Policing Service to provide policing services for, or to assist in, the provision of policing services for the Canoe Lake First Nation pursuant to this Agreement as soon as practicable within three (3) months from the signing of this Agreement;

(b) make best efforts to ensure that Members of the RCMP First Nations Community Policing Service assigned to the Canoe Lake First Nation are culturally compatible with this community;

(c) ensure that the process referred to in 9.1(b) will be consensual and be effected through consultation between the Police Management Board and the Commanding Officer of the Division or his or her designate;

(d) ensure that the Members deployed through the RCMP First Nations Community Policing Service will devote all of their on duty time to the policing needs of the Canoe Lake First Nation and at least 80% of this time shall be spent within the boundaries of the Canoe Lake First Nation Territory as defined in this Agreement;

(e) ensure that the time spent outside of the Canoe Lake First Nation boundaries by the Members of the RCMP First Nations Community Policing Service will be related to the handling of the Canoe Lake First Nation policing issues, except where an emergency exists, in which case the duties will be determined by the Commander of the Beauval Detachment;

(f) ensure that regular status reports detailing the policing services provided for the Canoe Lake First Nation are supplied on a monthly basis to the Band Council or its designated representative and the Police Management Board;

(g) ensure that, where it is deemed appropriate, special reports, in addition to the monthly reports, be provided on request, to the Band Council and the Police Management Board;

(h) enforce present or future Band By-Laws enacted by the Canoe Lake First Nation pursuant to the following sections of the Indian Act (R.S.C, 1985, c. I-5):

(i) section 81(1)(b) - the regulation of traffic,

(ii) section 81(1)(c) - the observance of law and order,

(iii) section 81(1)(d) - the prevention of disorderly conduct and nuisances,

(iv) section 81(1)(p) - the removal and punishment of persons trespassing on the reserve or frequenting the reserve for prohibited purposes,

(v) section 85.1(a) - prohibiting the sale, barter, supply or manufacture of intoxicants on the reserve of the band,

(vi) section 85.1(b) - prohibiting any person from being intoxicated on the reserve,

(vii) section 85.1(c) - prohibiting any person from having intoxicants in his possession on the reserve.

(i) pay a fee for use of police office facilities provided by the Canoe Lake First Nation under subsection 6.2 at an annual rate of $10.00 per square foot ($107.64 per square metre); such fee shall form part of the Actual Costs.

9.2 The RCMP will ensure that Members providing service for the Canoe Lake First Nation receive, in a timely manner, training to allow them to meet the needs of this community. Such training may consist of, but not be limited to family violence, substance abuse, suicide prevention and other areas which are consistent with the policing needs of Canoe Lake First Nation.

SECTION 10: ROLE AND RESPONSIBILITIES OF THE RCMP FIRST NATIONS COMMUNITY POLICING SERVICE

10.1 The primary responsibility of the Members deployed through the RCMP First Nations Community Policing Service will be to work in cooperation with the Canoe Lake First Nation to provide a professional, effective and efficient policing service, in a manner which is responsive and culturally sensitive to this community.

10.2 In addition to the "Role and Responsibilities of the RCMP", as described in Section 9, the Members deployed through the RCMP First Nations Community Policing Service will:

(a) treat all people equally and with respect;

(b) uphold the Canadian Charter of Rights and Freedoms;

(c) serve and protect the community;

(d) work with the community and other agencies to prevent or resolve problems that affect the community's safety and quality of life;

(e) establish crime prevention initiatives through community education or assist the community with similar initiatives in their capacity as members of the RCMP First Nations Community Policing Service;

(f) promote a creative and responsive environment to allow all RCMP Members to deliver community policing services;

(g) enforce the applicable federal and provincial laws and such Band By-Laws referred to in paragraph 9.1(h);

(h) work with the Police Management Board towards the achievement of objectives, priorities, goals, strategies, special projects and a periodic evaluation of the police services which will assist the community and the police service to address specific community issues and concerns.

(i) upon mutual consent of both the Member of the Canoe Lake RCMP First Nations Community Police Service affected and the Police Management Board, one member may live in the community when suitable accommodation is available, as referred to in subsection 6.3.

SECTION 11: SPECIAL PROVISIONS

11.1 During the term of this Agreement it shall be acknowledged by the Parties that:

(a) the Members assigned to the Canoe Lake First Nation through the RCMP First Nations Community Policing Service may be absent from time to time due to illness, holidays or other duty related requirements, in which case the Commander of the Beauval Detachment will ensure that the policing needs of the community are met;

(b) the Commander of the Beauval Detachment has the authority and responsibility for the personnel who provide the policing services for the Canoe Lake First Nation; and

(c) concerns regarding the day-to-day policing of the community should be brought to the attention of the Commander of the Canoe Lake RCMP First Nations Community Police Service or the Commander of Beauval Detachment as may be appropriate under the circumstances.

SECTION 12: INDEMNIFICATION

12.1 The Canoe Lake First Nation shall indemnify and save harmless Canada and the Province and their respective employees and agents from and against all losses, claims, damages, actions, causes of action, costs and expenses that may arise directly or indirectly out of any act or omission of the Police Management Board or the Community Support Services or their respective members, employees, officers or agents, in the performance of this Agreement. Such indemnity shall survive the Agreement.

12.2 Neither Canada nor the Province shall be responsible for any bodily or personal injury or property damage of any nature whatsoever that may be suffered or sustained by the respective Band Councils, the Police Management Board, the Community Support Services and their respective members, employees, officers or agents in the performance of this Agreement unless it is caused by the negligent act or omission of an employee or agent of Canada or the Province in the performance of his or duties.

12.3 Canada shall not be held responsible for any incidental, indirect, special or consequential damages or any loss of use, revenue or profit arising out of or in any way related to this Agreement.

12.4 The Canoe Lake First Nation shall, without limiting its obligations herein, insure the operations of the Police Management Board and Community Support Services under a contract of comprehensive or commercial general liability, with an insurer in the Province, in an amount of not less than $1,000,000.00 per occurrence insuring against bodily injury, personal injury and property damage including loss or use thereof. Such insurance shall include a blanket contractual liability.

12.5 Proof of all required insurance in a form acceptable to Canada and the Province shall be promptly provided to Canada and the Province upon request.

SECTION 13: AMENDMENT

13.1 This Agreement may be amended from time to time by written agreement of all Parties.

SECTION 14: TERMINATION

14.1 The Parties may terminate this Agreement with regard to the RCMP First Nations Community Policing Service by giving the other Parties twelve (12) months notice in writing.

14.2 Upon termination of this Agreement by any party, the Canoe Lake First Nation agrees to refund all unexpended funds to Canada and the Province within ninety (90) days of the effective date of termination of this Agreement unless there is approval in writing from Canada and the Province to retain these funds solely for the purposes for which they were provided.

SECTION 15: NOTICES

15.1 Any notice or other document required or permitted to be given by one Party to the other Party under this Agreement will be in writing and shall be communicated by registered mail addressed to:

(a) Canada:

Ministry of the Solicitor General
Aboriginal Policing Directorate
340 Laurier Avenue West, 11th floor
Ottawa, Ontario
K1A 0P8
Fax: 613-991-0961

(b) the Province:

Department of Justice of Saskatchewan
1874 Scarth Street
Regina, Saskatchewan
S4P 3V7
Fax: 306-787-9111

(c) Canoe Lake First Nation:

The Chief
Canoe Lake First Nation
General Delivery
Canoe Narrows, Saskatchewan
S0M 0K0

SECTION 16: SAVING PROVISION

16.1 Nothing in this Agreement is in any way intended to replace or amend any obligation that either Party is bound by or required to perform by operation of law.

16.2 The Preamble and Schedules attached hereto form an integral part of this Agreement. In the event that any provision in this Agreement shall be deemed void or invalid by a court of competent jurisdiction, the remaining provisions shall be and remain in full force and effect.

16.3 Nothing in this Agreement shall abrogate or derogate from any Aboriginal, treaty, constitutional or other rights which have accrued or may accrue to any of the Parties.

SECTION 17: DISPUTES

17.1 Any new issue, matter of general concern or dispute arising under this Agreement shall be a matter for consultation and resolution between the Solicitor General, the Minister and the Canoe Lake First Nation in such manner as they shall see fit.

IN WITNESS WHEREOF the Parties have executed this Agreement as of the day and year first written above.

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

Solicitor General of Canada

Witness

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF SASKATCHEWAN

Minister of Justice

Witness

CANOE LAKE FIRST NATION AS REPRESENTED BY ITS CHIEF

Chief

Witness

The terms and conditions of this Agreement are hereby acknowledged by the Royal Canadian Mounted Police as represented by the Commissioner or his designate.

Commissioner

Witness

SECTION 6

AGREEMENT BETWEEN

CANADA - SASKATCHEWAN

AND THE

FOND DU LAC FIRST NATION

FOR THE

ROYAL CANADIAN MOUNTED POLICE -

FIRST NATIONS COMMUNITY POLICING SERVICE

THIS AGREEMENT MADE THE 11th DAY OF October, 1995

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED
BY THE SOLICITOR GENERAL OF CANADA
(hereinafter referred to as "Canada")

of the first part

- AND -

HER MAJESTY THE QUEEN IN RIGHT OF
THE PROVINCE OF SASKATCHEWAN
AS REPRESENTED BY THE MINISTER OF JUSTICE OF SASKATCHEWAN
(hereinafter referred to as the "Province")

of the second part

- AND -

THE FOND DU LAC FIRST NATION, AS REPRESENTED BY ITS CHIEF
(herein referred to as the "Fond du Lac First Nation")

of the third part

WHEREAS the Parties wish to cooperate in the provision of effective, efficient, professional and culturally responsive policing services within the Fond du Lac First Nation Territory consistent with the needs of the Fond du Lac First Nation, the First Nations Policing Policy, the Commissioner's formal statement on RCMP community policing, RCMP service standards and the Province's policy for First Nations Policing;

WHEREAS the Parties recognize the shared responsibilities to maintain peace and good order in First Nations Territories, and that the Fond du Lac First Nation has a role in the determination of the level and quality of the policing services which it receives and that a tripartite agreement will give concrete expression to this role;

WHEREAS the Parties recognize that the policing services provided through the RCMP First Nations Community Policing Service include the enforcement of applicable federal and provincial statutes as well as applicable present or future Band By-Laws enacted pursuant to the Indian Act, R.S.C., 1985, C.1-5 specified in this Agreement, the prevention of crime and the maintenance of order;

WHEREAS the Parties recognize that nothing in this Agreement shall abrogate or derogate from any Aboriginal, treaty, constitutional or other rights which have accrued or may accrue to any of the Parties;

WHEREAS it is understood that the goal of the Fond du Lac First Nation is to establish a First Nation administered Police Service for the Fond du Lac First Nation and this Agreement is entered into as an interim measure to facilitate the planning and orderly transition from the current policing services to a First Nation administered Police Service;

AND WHEREAS the Parties wish to, subject to and in accordance with the terms of this Agreement, enter into this Agreement to enable peace officers deployed under the RCMP First Nations Community Policing Service to provide policing services for the Fond du Lac First Nation.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

SECTION 1: DEFINITIONS

1.1 For the purposes of this Agreement, each of the following terms shall, unless the context otherwise requires, have the meaning set out beside it.

"**Actual Costs**" means those direct and indirect costs, as described in section 8 of the Framework Agreement entered into between Canada, the Province and the Federation of Saskatchewan Indian Nations on May 18, 1993, incurred by the RCMP in providing policing services to First Nation communities through the RCMP First Nation Community Policing Service during the term of this Agreement;

"**Band Council**" means the band council of the Fond du Lac First Nation;

"**By-Law**" means the by-laws enacted by the Band Councils of the Fond du Lac First Nation pursuant to the Indian Act;

"**Commander of the Fond du Lac Detachment**" means the RCMP Member in charge of the Fond du Lac Detachment who manages the physical, financial and human resources of the Detachment;

"**Commanding Officer**" means the officer of the RCMP, resident in the Province, appointed by the Commissioner to command the Division;

"**Commissioner**" means the Commissioner of the Royal Canadian Mounted Police;

"**Division**" means the organizational component of the RCMP that is responsible for law enforcement and the prevention of crime in the Province;

"**First Nations Policing Policy**" means the federal First Nations Policing Policy announced by the Solicitor General of Canada and the Minister of Indian Affairs and Northern Development on June 27, 1991;

"**Fiscal Year**" means the twelve month period beginning on April 1 in any year and ending on March 31 in the next year;

"**Fond du Lac Detachment**" means the organizational component of the Division of the RCMP which is assigned responsibility, for the provision of police services within the Fond du Lac First Nation Territory and that has prescribed territorial boundaries;

"**Fond du Lac First Nation**" means the Fond du Lac Band number 351 which has been established pursuant to the Indian Act;

"**Fond du Lac First Nation Territory**" means the Fond du Lac Reserves, numbers 227, 228, 229, 231, 232, and 233 which are "reserves" as defined in subsection 2(1) of the Indian Act.

"**Member**" means any member of the RCMP appointed pursuant to the Royal Canadian Mounted Police Act and any regulations made pursuant thereto and without limitation includes any regular member, special constable, special constable member, and civilian so appointed;

"**Minister**" means the Minister of the Province of Saskatchewan responsible for policing services in the Province;

"**Parties**" means Canada, the Province and the Fond du Lac First Nation;

"**Police Management Board**" means the group established under Section 7 of this Agreement;

"**Province**" means the Province of Saskatchewan;

"**RCMP**" means the police force for Canada continued under the Royal Canadian Mounted Police Act, and known as the Royal Canadian Mounted Police.

1.2 The singular number includes the plural and the plural number includes the singular where such is consistent with the context.

SECTION 2: APPLICATION

2.1 This Agreement is made pursuant to the Framework Agreement for the RCMP First Nations Community Policing Service entered into between Canada, the Province and the Federation of Saskatchewan Indian Nations on May 18, 1993 (hereinafter referred to as the "Framework Agreement"). Unless this Agreement expressly makes arrangements otherwise, all the provisions of the Framework Agreement apply to this Agreement.

2.2 This Agreement applies to the provision of policing services for Fond du Lac First Nation and the establishment of the Fond du Lac RCMP First Nations Community Police Service and forms part of Schedule "B" to the Framework Agreement between Canada, the Province and the Federation of Saskatchewan Indian Nations regarding the provision of the RCMP First Nations Community Policing Service in the Province.

SECTION 3: TERM OF AGREEMENT

3.1 Notwithstanding the date on which this Agreement is executed, this Agreement comes into force on April 1, 1995 and continues in force until March 31, 1998, unless it is terminated pursuant to section 14 of this Agreement.

3.2 Upon the written agreement of the Parties, the provisions of this Agreement will remain in force pending its renewal, extension or renegotiation.

SECTION 4: ROLE AND RESPONSIBILITIES OF CANADA

4.1 Subject to appropriation by Parliament, Canada agrees to provide to the RCMP 52% of the Actual Costs of a complement of three (3) Members of the RCMP First Nations Community Policing Service for the Fond du Lac First Nation and the provision of the Fond du Lac RCMP First Nations Community Police Service in accordance with the terms and conditions set out in the Framework Agreement.

4.2 In addition to the Actual Costs set out in subsection 4.1 and subject to appropriation by Parliament, Canada agrees to provide to the Fond du Lac First Nation:

(a) on April 1 of each Fiscal Year, an amount not to exceed $1,664 in each Fiscal Year for the costs of the Police Management Board described in section 7; this amount represents 52% of the estimated annual costs of the Police Management Board and includes the honorarium and travel costs of its members as well as the liability insurance coverage as referred to in Sections 12.4 and 12.5; and

(b) on April 1 of each Fiscal Year, an amount not to exceed $7,800 in each Fiscal Year for the costs of the Community Support Services described in section 8; this amount represents 52% of the estimated annual costs of the Community Support Services and includes $1,000 per month for the salaries or honorarium and $3,000 per year in travel costs of its members as well as the liability insurance coverage as referred to in Sections 12.4 and 12.5.

(c) on April 1 of each fiscal year 52% of the funding for .5 clerk-stenographer position for the Fond du Lac RCMP First Nations Community Police Service in an amount not to exceed the following levels;

(i) $5,070 towards the salary and $767.52 towards the benefits in the fiscal year 1995/96;

(ii) $5,590 towards the salary and $838.50 towards the benefits in the fiscal year 1996/97; and

(iii) $6,370 towards the salary and $916.50 towards the benefits in the fiscal year 1997/98.

SECTION 5: ROLE AND RESPONSIBILITIES OF THE PROVINCE

5.1 Subject to appropriation by the Legislature, the Province agrees to provide to the RCMP 48% of the Actual Costs of a complement of three (3) Members of the RCMP First Nations Community Policing Service for the Fond du Lac First Nation and the provision of the Fond du Lac RCMP First Nations Community Police Service in accordance with the terms and conditions set out in the Framework Agreement.

5.2 In addition to the Actual Costs set out in subsection 5.1 and subject to appropriation by the Provincial Legislature, the Province agrees to provide to the Fond du Lac First Nation:

(a) on a quarterly basis commencing April 1 of each Fiscal Year, an amount not to exceed $1,536 in each Fiscal Year for the costs of the Police Management Board described in section 7; this amount represents 48% of the estimated annual costs of the Police Management Board and includes the honorarium and travel costs of its members as well as the liability insurance coverage of its members as referred to in Sections 12.4 and 12.5; and

(b) on a quarterly basis commencing April 1 of each Fiscal Year, an amount not to exceed $7,200 in each Fiscal Year for the costs of the Community Support Services described in section 8; this amount represents 48% of the estimated annual costs of the Community

Support Services and includes $1,000 per month for the salaries or honorarium and $3,000 per year in travel costs of its members as well as the liability insurance coverage as referred to in Sections 12.4 and 12.5.

(c) on April 1 of each fiscal year 48% of the funding for .5 clerk stenographer position for the Fond du Lac RCMP First Nations Community Police Service in an amount not to exceed the following levels;

(i) $4,680 towards the salary and $708.48 towards the benefits in the fiscal year 1995/96;

(ii) $5,160 towards the salary and $774.00 towards the benefits in the fiscal year 1996/97; and

(iii) $5,880 towards the salary and $846.00 towards the benefits in the fiscal year 1997/98.

5.3 During the term of this Agreement, the Province will provide, at the end of each Fiscal Year, to the Fond du Lac First Nation copies of the appropriate documents which identify costs billed by the RCMP to Canada and the Province for the policing services provided to the Fond du Lac First Nation.

SECTION 6: ROLE AND RESPONSIBILITIES OF THE FOND DU LAC FIRST NATION

6.1 The Fond du Lac First Nation or its designated representative shall, pursuant to the provisions of this Agreement:

(a) establish a Police Management Board within fifteen (15) days of the signing of this Agreement;

(b) determine the terms of reference of the Police Management Board within sixty (60) days of the signing of this Agreement;

(c) use the funds provided by Canada and the Province under this Agreement only for the purposes for which they were provided;

(d) maintain financial records with respect to the funds referred to in subsection 6.1(c) in accordance with generally accepted accounting principles as prescribed in the Canadian Institute of Chartered Accountant's Handbook, and the financial management regulations of the Fond du Lac First Nation, including proper records of all expenditures made by the recipient in connection with the project and the invoices, receipts and vouchers relating thereto;

(e) on or before May 31 of each Fiscal Year during the term of this Agreement, submit to Canada and the Province, in a form acceptable to Canada and the Province, a financial statement covering the Fiscal Year, showing the complete disposition of the funds for the past Fiscal Year; and

(f) upon submission of the financial statement referred to in paragraph (e) and in the event that the monies advanced exceed the eligible costs incurred during the Fiscal Year, return to Canada and the Province, an amount equal to any surplus funds not expended or accounted for at the end of the Fiscal Year unless there is approval in writing by Canada and the Province to retain these funds solely for the purposes for which they were provided.

SECTION 7: POLICE MANAGEMENT BOARD

7.1 The Police Management Board to be established by the Fond du Lac First Nation should be representative of the community and may include participants who are Elders, women, and youth.

7.2 Consistent with this Agreement, the role and responsibilities of the Police Management Board will be to:

(a) identify policing issues and concerns of the community to a representative of the Fond du Lac RCMP First Nations Community Police Service;

(b) work with the Fond du Lac RCMP First Nations Community Police Service in seeking solutions to community issues and concerns;

(c) work with the RCMP to develop, in consultation with a representative of the Fond du Lac RCMP First Nations Community Police Service, the objectives, priorities, goals, strategies, special projects and a periodic evaluation of the police services which will assist the community and the police service to address specific community issues and concerns; and

(d) identify desirable attributes for Members of the RCMP First Nations Community Policing Service who are to be considered for deployment to the Fond du Lac RCMP First Nations Community Police Service.

7.3 The Police Management Board shall meet at least once per month during the first year that this Agreement is in effect and at least once every two months during the second and third year of this Agreement.

7.4 The extraordinary costs that the members of the Police Management Board may incur in travelling to necessary meetings, conferences and seminars and that are not covered by the funding provided for in paragraphs 4.2(a) and 5.2(a) of this Agreement will be subject of discussions between the Parties.

7.5 The Police Management Board for the Fond du Lac First Nation shall consist of no less than four (4) members who shall perform their duties as employees of the Fond du Lac First Nation.

7.6 The members of the Police Management Board shall receive training and instruction from the Province commensurate with their duties and responsibilities.

SECTION 8: COMMUNITY SUPPORT SERVICES

8.1 The Community Support Services for the Fond du Lac RCMP First Nation Community Police Service will be provided by one or more Elders from the Fond du Lac First Nation who shall perform their duties as employees of the Fond du Lac First Nation.

8.2 The Fond du Lac First Nation agree to supply to the RCMP and the Police Management Board a list of candidates who may be suitable for that function.

8.3 The one or more Elders referred to in subsection 8.1 will be selected by the Police Management Board in consultation with the Commander of the Fond du Lac RCMP First Nations Community Police Service.

8.4 The Community Support Services will act as a liaison between the community and the Fond du Lac RCMP First Nations Community Police Service and in so doing, enhance the role of the police in the community. In particular, the Community Support Services will:

(a) provide Members of the Fond du Lac RCMP First Nations Community Police Service with spiritual and cultural advice on sensitive issues within the community;

(b) identify community resources that may be utilized in handling sensitive community issues; and

(c) facilitate workshops, meetings and discussions that will enhance and encourage the level of communication within the community on police related issues.

8.5 The Community Support Services collectively will perform the duties set out in Section 8.4 for a minimum of 20 hours per week.

SECTION 9: ROLE AND RESPONSIBILITIES OF THE RCMP

9.1 The RCMP will:

(a) Assign the equivalent of three (3) Members of the RCMP First Nations Community Policing Service to provide policing services for, or to assist in, the provision of policing services for the Fond du Lac First Nation pursuant to this Agreement as soon as practicable within three (3) months from the signing of this Agreement;

(b) make best efforts to ensure that Members of the RCMP First Nations Community Policing Service assigned to the Fond du Lac First Nation are culturally compatible with this community;

(c) ensure that the process referred to in 9.1(b) will be consensual and be effected through consultation between the Police Management Board and the Commanding Officer of the Division or his or her designate;

(d) ensure that the Members deployed through the RCMP First Nations Community Policing Service will devote all of their on duty time to the policing needs of the Fond du Lac First Nation and at least 80% of this time shall be spent within the boundaries of the Fond du Lac First Nation Territory;

(e) ensure that the time spent outside of the Fond du Lac First Nation boundaries by the Members of the RCMP First Nations Community Policing Service will be related to the handling of the Fond du Lac First Nation policing issues, except where an emergency exists, in which case the duties will be determined by the Commander of the Fond du Lac Detachment;

(f) ensure that regular status reports detailing the policing services provided for the Fond du Lac First Nation are supplied on a monthly basis to the Band Council or its designated representative and the Police Management Board;

(g) ensure that, where it is deemed appropriate, special reports, in addition to the monthly reports, be provided on request, to the Band Council and the Police Management Board; and

(h) enforce present or future Band By-Laws enacted by the Fond du Lac First Nation pursuant to the following sections of the Indian Act (R.S.C, 1985, c. I-5):

(i) section 81(1)(b) - the regulation of traffic,

(ii) section 81(1)(c) - the observance of law and order,

(iii) section 81(1)(d) - the prevention of disorderly conduct and nuisances,

(iv) section 81(1)(p) - the removal and punishment of persons trespassing on the reserve or frequenting the reserve for prohibited purposes,

(v) section 85.1(a) - prohibiting the sale, barter, supply or manufacture of intoxicants on the reserve of the band,

(vi) section 85.1(b) - prohibiting any person from being intoxicated on the reserve,

(vii) section 85.1(c) - prohibiting any person from having intoxicants in his possession on the reserve.

9.2 The RCMP will ensure that Members providing service for the Fond du Lac First Nation receive, in a timely manner, training to allow them to meet the needs of this community. Such training may consist of, but not be limited to family violence, substance abuse, suicide prevention and other areas which are consistent with the policing needs of Fond du Lac First Nation.

SECTION 10: ROLE AND RESPONSIBILITIES OF THE RCMP FIRST NATIONS COMMUNITY POLICING SERVICE

10.1 The primary responsibility of the Members deployed through the RCMP First Nations Community Policing Service will be to work in cooperation with the Fond du Lac First Nation to provide a professional, effective and efficient policing service, in a manner which is responsive and culturally sensitive to this community.

10.2 In addition to the "Role and Responsibilities of the RCMP", as described in Section 9, the Members deployed through the RCMP First Nations Community Policing Service will:

(a) treat all people equally and with respect;

(b) uphold the Canadian Charter of Rights and Freedoms;

(c) serve and protect the community;

(d) work with the community and other agencies to prevent or resolve problems that affect the community's safety and quality of life;

(e) establish crime prevention initiatives through community education or assist the community with similar initiatives in their capacity as members of the RCMP First Nations Community Policing Service;

(f) promote a creative and responsive environment to allow all RCMP Members to deliver community policing services;

(g) enforce the applicable federal and provincial laws and such Band By-Laws referred to in paragraph 9.1(h);

(h) work with the Police Management Board towards the achievement of objectives, priorities, goals, strategies, special projects and a periodic evaluation of the police services which will assist the community and the police service to address specific community issues and concerns; and

(i) live in the community when suitable accommodation which meets the needs of the RCMP First Nations Community Policing Service is available, unless it is otherwise agreed to upon mutual consent of both the Member of the RCMP First Nations Community Policing Service affected and the Police Management Board that the particular Member may live outside the community.

SECTION 11: SPECIAL PROVISIONS

11.1 During the term of this Agreement it shall be acknowledged by the Parties that:

(a) the Members assigned to the Fond du Lac First Nation through the RCMP First Nations Community Policing Service may be absent from time to time due to illness, holidays or other duty related requirements, in which case the Commander of the Fond du Lac Detachment will ensure that the policing needs of the community are met;

(b) the Commander of the Fond du Lac Detachment has the authority and responsibility for the personnel who provide the policing services for the Fond du Lac First Nation; and

(c) concerns regarding the day-to-day policing of the community should be brought to the attention of the Commander of the Fond du Lac Detachment.

SECTION 12: INDEMNIFICATION

12.1 The Fond du Lac First Nation shall indemnify and save harmless Canada and the Province and their respective employees and agents from and against all losses, claims, damages, actions, causes of action, costs and expenses that may arise directly or indirectly out of any act or omission of the Police Management Board or the Community Support Services or their respective members, employees, officers or agents, in the performance of this Agreement. Such indemnity shall survive the Agreement.

12.2 Neither Canada nor the Province shall be responsible for any bodily or personal injury or property damage of any nature whatsoever that may be suffered or sustained by the respective Band Councils, the Police Management Board, the Community Support Services and their respective members, employees, officers or agents in the performance of this Agreement unless it is caused by the negligent act or omission of an employee or agent of Canada or the Province in the performance of his or her duties.

12.3 Canada shall not be held responsible for any incidental, indirect, special or consequential damages or any loss of use, revenue or profit arising out of or in any way related to this Agreement.

12.4 The Fond du Lac First Nation shall, without limiting its obligations herein, insure the operations of the Police Management Board and Community Support Services under a contract of comprehensive or commercial general liability, with an insurer in the Province, in an amount of not less than $1,000,000.00 per occurrence insuring against bodily injury, personal injury and property damage including loss or use thereof. Such insurance shall include a blanket contractual liability.

12.5 Proof of all required insurance in a form acceptable to Canada and the Province shall be promptly provided to Canada and the Province upon request.

SECTION 13: AMENDMENT

13.1 This Agreement may be amended from time to time by written agreement of all Parties.

SECTION 14: TERMINATION

14.1 The Parties may terminate this Agreement with regard to the RCMP First Nations Community Policing Service by giving the other Parties twelve (12) months notice in writing.

14.2 Upon termination of this Agreement by any party, the Fond du Lac First Nation agree to refund all unexpended funds to Canada and the Province within ninety (90) days of the effective date of termination of this Agreement unless there is approval in writing from Canada and the Province to retain these funds solely for the purposes for which they were provided.

SECTION 15: NOTICES

15.1 Any notice or other document required or permitted to be given by one Party to the other Party under this Agreement will be in writing and shall be communicated by registered mail addressed to:

(a) Canada:

Ministry of the Solicitor General
Aboriginal Policing Directorate
340 Laurier Avenue West, 11th floor
Ottawa, Ontario
K1A 0P8
Fax: 613-991-0961

(b) the Province:

Department of Justice of Saskatchewan
1874 Scarth Street
Regina, Saskatchewan
S4P 3V7
Fax: 306-787-9111

(c) Fond du Lac First Nation:

The Chief
Fond du Lac First Nation
General Delivery
Fond du Lac, Saskatchewan
S0G 0W0

SECTION 16: SAVING PROVISION

16.1 Nothing in this Agreement is in any way intended to replace or amend any obligation that either Party is bound by or required to perform by operation of law.

16.2 The Preamble and Schedules attached hereto form an integral part of this Agreement. In the event that any provision in this Agreement shall be deemed void or invalid by a court of competent jurisdiction, the remaining provisions shall be and remain in full force and effect.

16.3 Nothing in this Agreement shall abrogate or derogate from any Aboriginal treaty, constitutional or other rights which have accrued or may accrue to any of the Parties.

SECTION 17: DISPUTES

17.1 Any new issue, matter of general concern or dispute arising under this Agreement shall be a matter for consultation and resolution between the Solicitor General, the Minister and the Fond du Lac First Nation in such manner as they shall see fit.

IN WITNESS WHEREOF the Parties have executed this Agreement as of the day and year first written above.

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

Solicitor General of Canada

Witness

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF SASKATCHEWAN

Minister of Justice

Witness

FOND DU LAC FIRST NATION AS REPRESENTED BY ITS CHIEF

Chief

Witness

The terms and conditions of this Agreement are hereby acknowledged by the Royal Canadian Mounted Police as represented by the Commissioner or his designate.

Commissioner

Witness

SECTION 7

AGREEMENT BETWEEN

CANADA - SASKATCHEWAN

AND THE

BUFFALO RIVER FIRST NATION

FOR THE

ROYAL CANADIAN MOUNTED POLICE -

FIRST NATIONS COMMUNITY POLICING SERVICE

THIS AGREEMENT MADE THE 11th DAY OF October 1995

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED
BY THE SOLICITOR GENERAL OF CANADA
(hereinafter referred to as "Canada")

of the first part

- AND -

HER MAJESTY THE QUEEN IN RIGHT OF
THE PROVINCE OF SASKATCHEWAN
AS REPRESENTED BY THE MINISTER OF JUSTICE OF SASKATCHEWAN
(hereinafter referred to as the "Province")

of the second part

- AND -

THE BUFFALO RIVER FIRST NATION, AS REPRESENTED BY ITS CHIEF
(herein referred to as the "Buffalo River First Nation")

of the third part

WHEREAS the Parties wish to cooperate in the provision of effective, efficient, professional and culturally responsive policing services within the Buffalo River First Nation Territory consistent with the needs of the Buffalo River First Nation, the First Nations Policing Policy, the Commissioner's formal statement on RCMP community policing, RCMP service standards and the Province's policy for First Nations Policing;

WHEREAS the Parties recognize the shared responsibilities to maintain peace and good order in First Nations Territories, and that the Buffalo River First Nation has a role in the determination of the level and quality of the policing services which they receive and that a tripartite agreement will give concrete expression to this role;

WHEREAS the Parties recognize that the policing services provided through the RCMP First Nations Community Policing Service include the enforcement of applicable federal and provincial statutes and as well applicable present or future Band By-Laws enacted pursuant to the Indian Act, R.S.C.,1985, c.I-5, for any purposes specified in this Agreement, the prevention of crime and the maintenance of order;

WHEREAS the Parties recognize that nothing in this Agreement shall abrogate or derogate from any Aboriginal, treaty, constitutional or other rights which have accrued or may accrue to any of the Parties;

WHEREAS it is understood that the goal of the Buffalo River First Nation is to establish a First Nation administered Police Service for the Buffalo River First Nation and this Agreement is entered into as an interim measure to facilitate the planning and orderly transition from the current policing services to a First Nation administered Police Service;

AND WHEREAS the Parties wish to, subject to and in accordance with the terms of this Agreement, enter into this Agreement to enable peace officers deployed under the RCMP First Nations Community Policing Service to provide policing services for the Buffalo River First Nation.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

SECTION 1: DEFINITIONS

1.1 For the purposes of this Agreement, each of the following terms shall, unless the context otherwise requires, have the meaning set out beside it.

"**Actual Costs**" means those direct and indirect costs, as described in Section 8 of the Framework Agreement entered into between Canada, the Province and the Federation of Saskatchewan Indian Nations on May 18, 1993, incurred by the RCMP in providing policing services to First Nation communities through the RCMP First Nation Community Policing Service during the term of this Agreement;

"**Band Council**" means the band council of the Buffalo River First Nation;

"**Buffalo Narrows Detachment**" means the organizational component of the Division of the RCMP which is assigned responsibility, for the provision of police services within the Buffalo River First Nation and that has prescribed territorial boundaries and includes the Buffalo River RCMP First Nations Community Police Service;

"**Buffalo River First Nation**" means the Buffalo River Band number 398 which has been established pursuant to the Indian Act;

"**Buffalo River First Nation Territory**" means the Peter Pond Lake Reserve number 193 which is a "reserve" as defined in subsection 2(1) of the Indian Act.

"**By-Law**" means the by-laws enacted by the Band Councils of the Buffalo River First Nation pursuant to the Indian Act;

"**Commander of the Buffalo Narrows Detachment**" means the RCMP Member in charge of the Buffalo Narrows Detachment who manages the physical, financial and human resources of the Detachment;

"**Commander of the Buffalo River RCMP First Nations Community Police Service**" means the RCMP Member in charge of the Buffalo River RCMP First Nations Community Police Service who reports to the Commander of Buffalo Narrows Detachment;

"**Commanding Officer**" means the officer of the RCMP, resident in the Province, appointed by the Commissioner to command the Division;

"**Commissioner**" means the Commissioner of the Royal Canadian Mounted Police;

"**Division**" means the organizational component of the RCMP that is responsible for law enforcement and the prevention of crime in the Province;

"**First Nations Policing Policy**" means the federal First Nations Policing Policy announced by the Solicitor General of Canada and the Minister of Indian Affairs and Northern Development on June 27, 1991;

"**Fiscal Year**" means the twelve month period beginning on April 1 in any year and ending on March 31 in the next year;

"**Member**" means any member of the RCMP appointed pursuant to the Royal Canadian Mounted Police Act and any regulations made pursuant thereto and without limitation includes any regular member, special constable, special constable member, and civilian so appointed;

"**Minister**" means the Minister of the Province of Saskatchewan responsible for policing services in the Province;

"**Parties**" means Canada, the Province and the Buffalo River First Nation;

"**Police Management Board**" means the group established under section 7 of this Agreement;

"**Province**" means the Province of Saskatchewan;

"**RCMP**" means the police force for Canada continued under the Royal Canadian Mounted Police Act, and known as the Royal Canadian Mounted Police;

1.2 The singular number includes the plural and the plural number includes the singular where such is consistent with the context.

SECTION 2: APPLICATION

2.1 This Agreement is made pursuant to the Framework Agreement for the RCMP First Nations Community Policing Service entered into between Canada, the Province and the Federation of Saskatchewan Indian Nations on May 18, 1993 (hereinafter referred to as the "Framework Agreement"). Unless this Agreement expressly makes arrangements otherwise, all the provisions of the Framework Agreement apply to this Agreement.

2.2 This Agreement applies to the provision of policing services for Buffalo River First Nation and the establishment of the Buffalo River RCMP First Nations Community Police Service and forms part of Schedule "B" to the Framework Agreement between Canada, the Province and the Federation of Saskatchewan Indian Nations regarding the provision of the RCMP First Nations Community Policing Service in the Province.

SECTION 3: TERM OF AGREEMENT

3.1 Notwithstanding the date on which this Agreement is executed, this Agreement comes into force on July 1, 1994 and continues in force until March 31, 1998, unless it is terminated pursuant to section 14 of this Agreement.

3.2 Upon the written agreement of the Parties, the provisions of this Agreement will remain in force pending its renewal, extension or renegotiation.

SECTION 4: ROLE AND RESPONSIBILITIES OF CANADA

4.1 Subject to appropriation by Parliament, Canada agrees to provide to the RCMP 52% of the Actual Costs of a complement of two(2) Members of the RCMP First Nations Community Policing Service for the Buffalo River First Nation and the provision of the Buffalo River RCMP First Nations Community Police Service in accordance with the terms and conditions set out in the Framework Agreement.

4.2 In addition to the Actual Costs set out in subsection 4.1 and subject to appropriation by Parliament, Canada agrees to provide to the Buffalo River First Nation:

(a) on April 1 of each Fiscal Year, an amount not to exceed $1664 in each Fiscal Year for the costs of the Police Management Board described in section 7; this amount represents 52% of the estimated annual costs of the Police Management Board and includes the honorarium and travel costs of its members as well as the liability insurance referred to in Sections 12.4 and 12.5; and

(b) on April 1 of each Fiscal Year, an amount not to exceed $7800 in each Fiscal Year for the costs of the Community Support Services described in section 8; this amount represents 52% of the estimated annual costs of the Community Support Services and includes $1000 per month for the salaries or honorarium and $3000 per year in travel costs of its members as well as the liability insurance referred to in Sections 12.4 and 12.5.

SECTION 5: ROLE AND RESPONSIBILITIES OF THE PROVINCE

5.1 Subject to appropriation by the Legislature, the Province agrees to provide to the RCMP 48% of the Actual Costs of a complement of two(2) Members of the RCMP First Nations Community Policing Service for the Buffalo River First Nation and the provision of the Buffalo River RCMP First Nations Community Police Service in accordance with the terms and conditions set out in the Framework Agreement.

5.2 In addition to the Actual Costs set out in subsection 5.1 and subject to appropriation by the Provincial Legislature, the Province agrees to provide to the Buffalo River First Nation:

(a) on a quarterly basis commencing April 1 of each Fiscal Year, an amount not to exceed $1536 in each Fiscal Year for the costs of the Police Management Board described in section 7; this amount represents 48% of the estimated annual costs of the Police Management Board and includes the honorarium and travel costs of its members as well as the liability insurance referred to in Sections 12.4 and 12.5; and

(b) on a quarterly basis commencing April 1 of each Fiscal Year, an amount not to exceed $7200 in each Fiscal Year for the costs of the Community Support Services described in section 8; this amount represents 48% of the estimated annual costs of the Community Support Services and includes $1000 per month for the salaries or honorarium of its members and $3000 per year in travel costs of its members as well as the liability insurance referred to in Sections 12.4 and 12.5.

5.3 During the term of this Agreement, the Province will provide, at the end of each Fiscal Year, to the Buffalo River First Nation copies of the appropriate documents which identify costs billed to Canada and the Province for the policing services provided by the RCMP First Nations Community Policing Service to the Buffalo River First Nation.

SECTION 6: ROLE AND RESPONSIBILITIES OF THE BUFFALO RIVER FIRST NATION

6.1 The Buffalo River First Nation or its designated representative shall, pursuant to the provisions of this Agreement:

(a) establish a Police Management Board within fifteen (15) days of the signing of this Agreement;

(b) determine the terms of reference of the Police Management Board within sixty (60) days of the signing of this Agreement;

(c) use the funds provided by Canada and the Province under this Agreement only for the purposes for which they were provided;

(d) maintain financial records with respect to the funds referred to in section 6.1(c) in accordance with generally accepted accounting principles as prescribed in the Canadian Institute of Chartered Accountant's Handbook, and the financial management regulations of the Buffalo River First Nation, including proper records of all expenditures made by the recipient in connection with the project and the invoices, receipts and vouchers relating thereto;

(e) on or before May 31 of each Fiscal Year during the term of this Agreement, submit to Canada and the Province, in a form acceptable to Canada and the Province, a financial statement covering the Fiscal Year, showing the complete disposition of the funds for the past Fiscal Year; and

(f) upon submission of the financial statement referred to in paragraph (e) and in the event that the monies advanced exceed the eligible costs incurred during the Fiscal Year, return to Canada and the Province, an amount equal to any surplus funds not expended or accounted for at the end of the Fiscal Year unless there is approval in writing by Canada and the Province to retain these funds solely for the purposes for which they were provided.

SECTION 7: POLICE MANAGEMENT BOARD

7.1 The Police Management Board to be established by the Buffalo River First Nation should be representative of the communities and may include participants who are Elders, women, and youth.

7.2 Consistent with this Agreement, the role and responsibilities of the Police Management Board will be to:

(a) identify policing issues and concerns of the community to a representative of the Buffalo River RCMP First Nations Community Police Service;

(b) work with the Buffalo River RCMP First Nations Community Police Service in seeking solutions to community issues and concerns;

(c) work with the RCMP to develop, in consultation with a representative of the Buffalo River RCMP First Nations Community Police Service, the objectives, priorities, goals, strategies, special projects and a periodic evaluation of the police services which will assist the community and the police service to address specific community issues and concerns; and

(d) identify desirable attributes for Members of the RCMP First Nations Community Policing Service who are to be considered for deployment to the Buffalo River RCMP First Nations Community Police Service.

7.3 The Police Management Board shall meet at least once per month during the first year that this Agreement is in effect and at least once every two months during the second and third year of this Agreement.

7.4 The extraordinary costs that the members of the Police Management Board may incur in travelling to necessary meetings, conferences and seminars and that are not covered by the funding provided for in paragraphs 4.2(a) and 5.2(a) of this Agreement will be subject of discussions between the Parties.

7.5 The Police Management Board for the Buffalo River First Nation shall consist of no less than four(4) members who shall perform their duties as employees of the Buffalo River First Nation.

7.6 The members of the Police Management Board shall receive training and instruction from the Province commensurate with their duties and responsibilities.

SECTION 8: COMMUNITY SUPPORT SERVICES

8.1 The Community Support Services for the RCMP First Nation Community Policing Service will be provided by one or more Elders from the Buffalo River First Nation who shall perform their duties as employees of the Buffalo River First Nation.

8.2 The Buffalo River First Nation agree to supply to the RCMP and the Police Management Board a list of candidates who may be suitable for that function.

8.3 The one or more Elders will be selected by the Police Management Board in consultation with the Commander of the Buffalo River RCMP First Nations Community Police Service.

8.4 The Community Support Services will act as a liaison between the community and the Buffalo River RCMP First Nations Community Police Service and in so doing, enhance the role of the police in the community. In particular, the Community Support Services will:

(a) provide Members of the Buffalo River RCMP First Nations Community Police Service with spiritual and cultural advice on sensitive issues within the community;

(b) identify community resources that may be utilized in handling sensitive community issues; and

(c) facilitate workshops, meetings and discussions that will enhance and encourage the level of communication within the community on police related issues.

8.5 The Community Support Services collectively will perform the duties set out in section 8.4 for a minimum of 20 hours per week.

SECTION 9: ROLE AND RESPONSIBILITIES OF THE RCMP

9.1 The RCMP will:

(a) Assign the equivalent of two(2) Members of the RCMP First Nations Community Policing Service to provide policing services for, or to assist in, the provision of policing services for the Buffalo River First Nation pursuant to this Agreement as soon as practicable within three (3) months from the signing of this Agreement;

(b) make best efforts to ensure that Members of the RCMP First Nations Community Policing Service assigned to the Buffalo River First Nation are culturally compatible with this community;

(c) ensure that the process referred to in 9.1(b) will be consensual and be effected through consultation between the Police Management Board and the Commanding Officer of the Division or his or her designate;

(d) ensure that the Members deployed through the RCMP First Nations Community Policing Service will devote all of their on duty time to the policing needs of the Buffalo River First Nation and at least 80% of this time shall be spent within the boundaries of the Buffalo River First Nation Territory as defined in this Agreement;

(e) ensure that the time spent outside of the community boundaries by the Members of the RCMP First Nations Community Policing Service will be related to the handling of the Buffalo River First Nation policing issues, except where an emergency exists, in which case the duties will be determined by the Commander of the Buffalo Narrows Detachment;

(f) ensure that regular status reports detailing the policing services provided for the Buffalo River First Nation are supplied on a monthly basis to the Band Council or its designated representative and the Police Management Board;

(g) ensure that, where it is deemed appropriate, special reports, in addition to the monthly reports, be provided on request, to the Band Council and the Police Management Board; and

(h) enforce present or future Band By-Laws enacted by the Buffalo River First Nation pursuant to the following sections of the Indian Act (R.S.C, 1985, c. I-5):

(i) section 81(1)(b) - the regulation of traffic,

(ii) section 81(1)(c) - the observance of law and order,

(iii) section 81(1)(d) - the prevention of disorderly conduct and nuisances,

(iv) section 81(1)(p) - the removal and punishment of persons trespassing on the reserve or frequenting the reserve for prohibited purposes,

(v) section 85.1(a) - prohibiting the sale, barter, supply or manufacture of intoxicants on the reserve of the band,

(vi) section 85.1(b) - prohibiting any person from being intoxicated on the reserve,

(vii) section 85.1(c) - prohibiting any person from having intoxicants in his possession on the reserve.

9.2 The RCMP will ensure that Members providing service for the Buffalo River First Nation receive, in a timely manner, training to allow them to meet the needs of this community. Such training may consist of, but not be limited to family violence, substance abuse, suicide prevention and other areas which are consistent with the policing needs of Buffalo River First Nation.

SECTION 10: ROLE AND RESPONSIBILITIES OF THE RCMP FIRST NATIONS COMMUNITY POLICING SERVICE

10.1 The primary responsibility of the Members deployed through the RCMP First Nations Community Policing Service will be to work in cooperation with the Buffalo River First Nation to provide a professional, effective and efficient policing service, in a manner which is responsive and culturally sensitive to this community.

10.2 In addition to the "Role and Responsibilities of the RCMP", as described in Section 9, the Members deployed through the RCMP First Nations Community Policing Service will:

(a) treat all people equally and with respect;

(b) uphold the Canadian Charter of Rights and Freedoms;

(c) serve and protect the community;

(d) work with the community and other agencies to prevent or resolve problems that affect the community's safety and quality of life;

(e) establish crime prevention initiatives through community education or assist the community with similar initiatives in their capacity as Members of the RCMP First Nations Community Policing Service;

(f) promote a creative and responsive environment to allow all RCMP Members to deliver community policing services;

(g) enforce the applicable federal and provincial laws and such Band By-Laws referred to in paragraph 9.1(h);

(h) work with the Police Management Board towards the achievement of objectives, priorities, goals, strategies, special projects and a periodic evaluation of the police services which will assist the community and the police service to address specific community issues and concerns; and

(i) live in the community when suitable accommodation which meets the needs of the RCMP First Nations Community Policing Service is available, unless it is otherwise agreed to upon mutual consent of both the Member of the RCMP First Nations Community Policing Service affected and the Police Management Board that the particular Member may live outside the community.

SECTION 11: SPECIAL PROVISIONS

11.1 During the term of this Agreement it shall be acknowledged by the Parties that:

(a) the Members assigned to the Buffalo River First Nation through the RCMP First Nations Community Policing Service may be absent from time to time due to illness, holidays or other duty related requirements, in which case the Commander of the Buffalo Narrows Detachment will ensure that the policing needs of the communities are met;

(b) the Commander of the Buffalo Narrows Detachment has the authority and responsibility for the personnel who provide the policing services for the Buffalo River First Nation; and

(c) concerns regarding the day-to-day policing of the community should be brought to the attention of the Commander of the Buffalo River RCMP First Nations Community Police Service or the Commander of Buffalo Narrows Detachment as may be appropriate under the circumstances.

SECTION 12: INDEMNIFICATION

12.1 The Buffalo River First Nation shall indemnify and save harmless Canada and the Province and their respective employees and agents from and against all losses, claims, damages, actions, causes of action, costs and expenses that may arise directly or indirectly out of any act or omission of the Police Management Board or the Community Support Services or their respective members, employees, officers or agents, in the performance of this Agreement. Such indemnity shall survive the Agreement.

12.2 Neither Canada nor the Province shall be responsible for any bodily or personal injury or property damage of any nature whatsoever that may be suffered or sustained by the respective Band Councils, the Police Management Board, the Community Support Services and their respective members, employees, officers or agents in the performance of this Agreement.

12.3 Canada shall not be held responsible for any incidental, indirect, special or consequential damages or any loss of use, revenue or profit arising out of or in any way related to this Agreement.

12.4 The Buffalo River First Nation shall, without limiting its obligations herein, insure their operations of the Police Management Board and Community Support Service under a contract of comprehensive or commercial general liability, with an insurer in the Province, in an amount of not less than $1,000,000.00 per occurrence insuring against bodily injury, personal injury and property damage including loss or use thereof. Such insurance shall include a blanket contractual liability.

12.5 Proof of all required insurance in a form acceptable to Canada and the Province shall be promptly provided to Canada and the Province upon request.

SECTION 13: AMENDMENT

13.1 This Agreement may be amended from time to time by written agreement of all Parties.

SECTION 14: TERMINATION

14.1 The Parties may terminate this Agreement with regard to the RCMP First Nations Community Policing Service by giving the other Parties twelve (12) months notice in writing.

14.2 Upon termination of this Agreement by any party, the Buffalo River First Nation agree to refund all unexpended funds to Canada and the Province within ninety (90) days of the effective date of termination of this Agreement unless there is approval in writing from Canada and the Province to retain these funds solely for the purpose for which they were provided.

SECTION 15: NOTICES

15.1 Any notice or other document required or permitted to be given by one Party to the other Party under this Agreement will be in writing and shall be communicated by registered mail addressed to:

(a) Canada:

Ministry of the Solicitor General
Aboriginal Policing Directorate
340 Laurier Avenue West, 11th floor
Ottawa, Ontario
K1A 0P8
Fax: 613-991-0961

(b) the Province:

Department of Justice of Saskatchewan
1874 Scarth Street
Regina, Saskatchewan
S4P 3V7
Fax: 306-787-9111

(c) Buffalo River First Nation:

The Chief
Buffalo River First Nation
General Delivery
Dillon, Saskatchewan
S0M 0S0

SECTION 16: SAVING PROVISION

16.1 Nothing in this Agreement is in any way intended to replace or amend any obligation that either Party is bound by or required to perform by operation of law.

16.2 Nothing in this Agreement shall abrogate or derogate from any Aboriginal, treaty, constitutional or other rights which have accrued or may accrue to any of the Parties.

SECTION 17: DISPUTES

17.1 Any new issue, matter of general concern or dispute arising under this Agreement shall be a matter for consultation and resolution between the Solicitor General, the Minister and the Buffalo River First Nation in such manner as they shall see fit.

IN WITNESS WHEREOF the Parties have executed this Agreement as of the day and year first written above.

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

Solicitor General of Canada

Witness

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF SASKATCHEWAN

Minister of Justice

Witness

BUFFALO RIVER FIRST NATION AS REPRESENTED BY ITS CHIEF

Chief

Witness

The terms and conditions of this Agreement are hereby acknowledged by the Royal Canadian Mounted Police as represented by the Commissioner or his designate.

Commissioner

Witness

SECTION 8

AGREEMENT BETWEEN

CANADA - SASKATCHEWAN

AND THE

BLACK LAKE FIRST NATION

FOR THE

ROYAL CANADIAN MOUNTED POLICE -

FIRST NATIONS COMMUNITY POLICING SERVICE

THIS AGREEMENT MADE THE 11th DAY OF October, 1995

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED
BY THE SOLICITOR GENERAL OF CANADA
(hereinafter referred to as "Canada")

of the first part

- AND -

HER MAJESTY THE QUEEN IN RIGHT OF
THE PROVINCE OF SASKATCHEWAN
AS REPRESENTED BY THE MINISTER OF JUSTICE OF SASKATCHEWAN
(hereinafter referred to as the "Province")

of the second part

- AND -

THE BLACK LAKE FIRST NATION, AS REPRESENTED BY ITS CHIEF
(herein referred to as the "Black Lake First Nation")

of the third part

WHEREAS the Parties wish to cooperate in the provision of effective, efficient, professional and culturally responsive policing services within the Black Lake First Nation Territory consistent with the needs of the Black Lake First Nation, the First Nations Policing Policy, the Commissioner's formal statement on RCMP community policing, RCMP service standards and the Province's policy for First Nations Policing;

WHEREAS the Parties recognize the shared responsibilities to maintain peace and good order in First Nations Territories, and that the Black Lake First Nation has a role in the determination of the level and quality of the policing services which it receives and that a tripartite agreement will give concrete expression to this role;

WHEREAS the Parties recognize that the policing services provided through the RCMP First Nations Community Policing Service include the enforcement of applicable federal and provincial statutes as well as applicable present or future Band By-Laws enacted pursuant to the Indian Act, R.S.C., 1985,c.I-5 for any purposes specified in this Agreement, the prevention of crime and the maintenance of order;

WHEREAS the Parties recognize that nothing in this Agreement shall abrogate or derogate from any Aboriginal, treaty, constitutional or other rights which have accrued or may accrue to any of the Parties;

WHEREAS it is understood that the goal of the Black Lake First Nation is to establish a First Nation administered Police Service for the Black Lake First Nation and this Agreement is entered into as an interim measure to facilitate the planning and orderly transition from the current policing services to a First Nation administered Police Service;

AND WHEREAS the Parties wish to, subject to and in accordance with the terms of this Agreement, enter into this Agreement to enable peace officers deployed under the RCMP First Nations Community Policing Service to provide policing services for the Black Lake First Nation.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

SECTION 1: DEFINITIONS

1.1 For the purposes of this Agreement, each of the following terms shall, unless the context otherwise requires, have the meaning set out beside it.

"**Actual Costs**" means those direct and indirect costs, as described in section 8 of the Framework Agreement entered into between Canada, the Province and the Federation of Saskatchewan Indian Nations on May 18, 1993, incurred by the RCMP in providing policing services to First Nation communities through the RCMP First Nation Community Policing Service during the term of this Agreement;

"**Band Council**" means the band council of the Black Lake First Nation;

"**Black Lake First Nation**" means the Black Lake Indian Band number 359 which has been established pursuant to the Indian Act;

"**Black Lake First Nation Territory**" means the Chicken Reserves number 224, 225, and 226 which are "reserves" as defined in subsection 2(1) of the Indian Act.

"**By-Law**" means the by-laws enacted by the Band Council of the Black Lake First Nation pursuant to the Indian Act;

"**Commander of the Stoney Rapids Detachment**" means the RCMP Member in charge of the Stoney Rapids Detachment who manages the physical, financial and human resources of the Detachment;

"**Commanding Officer**" means the officer of the RCMP, resident in the Province, appointed by the Commissioner to command the Division;

"**Commissioner**" means the Commissioner of the Royal Canadian Mounted Police;

"**Division**" means the organizational component of the RCMP that is responsible for law enforcement and the prevention of crime in the Province;

"**First Nations Policing Policy**" means the federal First Nations Policing Policy announced by the Solicitor General of Canada and the Minister of Indian Affairs and Northern Development on June 27, 1991;

"**Fiscal Year**" means the twelve month period beginning on April 1 in any year and ending on March 31 in the next year;

"**Member**" means any member of the RCMP appointed pursuant to the Royal Canadian Mounted Police Act and any regulations made pursuant thereto and without limitation includes any regular member, special constable, special constable member, and civilian so appointed;

"**Minister**" means the Minister of the Province of Saskatchewan responsible for policing services in the Province;

"**Parties**" means Canada, the Province and the Black Lake First Nation;

"**Police Management Board**" means the group established under section 7 of this Agreement;

"**Province**" means the Province of Saskatchewan;

"**RCMP**" means the police force for Canada continued under the Royal Canadian Mounted Police Act, and known as the Royal Canadian Mounted Police;

"**Stoney Rapids Detachment**" means the organizational component of the Division of the RCMP which is assigned responsibility, for the provision of police services within the Black Lake First Nation that has prescribed territorial boundaries and includes the Black Lake First Nation Community Police Service;

1.2 The singular number includes the plural and the plural number includes the singular where such is consistent with the context.

SECTION 2: APPLICATION

2.1 This Agreement is made pursuant to the Framework Agreement for the RCMP First Nations Community Policing Service entered into between Canada, the Province and the Federation of Saskatchewan Indian Nations on May 18, 1993 (hereinafter referred to as the "Framework Agreement"). Unless this Agreement expressly makes arrangements otherwise, all the provisions of the Framework Agreement apply to this Agreement.

2.2 This Agreement applies to the provision of policing services for Black Lake First Nation and the establishment of the Black Lake RCMP First Nations Community Police Service and forms part of Schedule "B" to the Framework Agreement between Canada, the Province and the Federation of Saskatchewan Indian Nations regarding the provision of the RCMP First Nations Community Policing Service in the Province.

SECTION 3: TERM OF AGREEMENT

3.1 Notwithstanding the date on which this Agreement is executed, this Agreement comes into force on April 1, 1995 and continues in force until March 31, 1998, unless it is terminated pursuant to Section 14 of this Agreement.

3.2 Upon the written agreement of the Parties, the provisions of this Agreement will remain in force pending its renewal, extension or renegotiation.

SECTION 4: ROLE AND RESPONSIBILITIES OF CANADA

4.1 Subject to appropriation by Parliament, Canada agrees to provide to the RCMP 52% of the Actual Costs of a complement of three(3) Members and one(1) secretarial/support staff of the RCMP First Nations Community Policing Service for the Black Lake First Nation and the provision of the Black Lake RCMP First Nations Community Police Service in accordance with the terms and conditions set out in the Framework Agreement.

4.2 In addition to the Actual Costs set out in subsection 4.1 and subject to appropriation by Parliament, Canada agrees to provide to the Black Lake First Nation:

(a) on April 1 of each Fiscal Year, an amount not to exceed $1,664 in each Fiscal Year for the costs of the Police Management Board described in section 7; this amount represents 52% of the estimated annual costs of the Police Management Board and includes the honorarium and travel costs of its members as well as the liability insurance coverage referred to in Sections 12.4 and 12.5; and

(b) on April 1 of each Fiscal Year, an amount not to exceed $7,800 in each Fiscal Year for the costs of the Community Support Services described in section 8; this amount represents 52% of the estimated annual costs of the Community Support Services and includes $1,000 per month for the salaries or honorarium, $3,000 per year in travel costs of its members as well as the liability insurance coverage referred to in Sections 12.4 and 12.5.

(c) 52% of the funding for .5 clerk-stenographer position for the Black Lake RCMP First Nations Community Police Service in an amount not to exceed the following levels;

(i) $5,070 towards the salary and $767.52 towards the benefits in the fiscal year 1995/96;

(ii) $5,590 towards the salary and $838.50 towards the benefits in the fiscal year 1996/97; and

(iii) $6,370 towards the salary and $916.50 towards the benefits in the fiscal year 1997/98.

SECTION 5: ROLE AND RESPONSIBILITIES OF THE PROVINCE

5.1 Subject to appropriation by the Legislature, the Province agrees to provide to the RCMP 48% of the Actual Costs of a complement of three(3) Members and one(1) secretarial/support staff of the RCMP First Nations Community Policing Service for the Black Lake First Nation and the provision of the Black Lake RCMP First Nations Community Police Service in accordance with the terms and conditions set out in the Framework Agreement.

5.2 In addition to the Actual Costs set out in subsection 5.1 and subject to appropriation by the Provincial Legislature, the Province agrees to provide to the Black Lake First Nation:

(a) on a quarterly basis commencing April 1 of each Fiscal Year, an amount not to exceed $1,536 in each Fiscal Year for the costs of the Police Management Board described in section 7; this amount represents 48% of the estimated annual costs of the Police Management Board and includes the honorarium and travel costs of its members as well as the liability insurance coverage referred to in Sections 12.4 and 12.5; and

(b) on a quarterly basis commencing April 1 of each Fiscal Year, an amount not to exceed $7,200 in each Fiscal Year for the costs of the Community Support Services described in section 8; this amount

represents 48% of the estimated annual costs of the Community Support Services and includes $1000 per month for the salaries or honorarium and $3,000 per year in travel costs of its members as well as the liability insurance coverage referred to in Sections 12.4 and 12.5.

(c) 48% of the funding for .5 clerk-stenographer position for the Black Lake RCMP First Nations Community Police Service in an amount not to exceed the following levels;

(i) $4,680 towards the salary and $708.48 towards the benefits in the fiscal year 1995/96;

(ii) $5,160 towards the salary and $774.00 towards the benefits in the fiscal year 1996/97; and

(iii) $5,860 towards the salary and $846.00 towards the benefits in the fiscal year 1997/98.

5.3 During the term of this Agreement, the Province will provide, at the end of each Fiscal Year, to the Black Lake First Nation copies of the appropriate documents which identify costs billed by the RCMP to Canada and the Province for the policing services provided by the RCMP First Nations Community Policing Service to the Black Lake First Nation.

SECTION 6: ROLE AND RESPONSIBILITIES OF THE BLACK LAKE FIRST NATION

6.1 The Black Lake First Nation or its designated representative shall, pursuant to the provisions of this Agreement:

(a) establish a Police Management Board within fifteen (15) days of the signing of this Agreement;

(b) determine the terms of reference of the Police Management Board within sixty (60) days of the signing of this Agreement;

(c) use the funds provided by Canada and the Province under this Agreement only for the purposes for which they were provided;

(d) maintain financial records with respect to the funds referred to in section 6.1(c) in accordance with generally accepted accounting principles as prescribed in the Canadian Institute of Chartered Accountant's Handbook, and the financial management regulations of the Black Lake First Nation, including proper records of all expenditures made by the recipient in connection with the project and the invoices, receipts and vouchers relating thereto;

(e) on or before May 31 of each Fiscal Year during the term of this Agreement, submit to Canada and the Province, in a form acceptable to Canada and the Province, a financial statement covering the Fiscal Year, showing the complete disposition of the funds for the past Fiscal Year; and

(f) upon submission of the financial statement referred to in paragraph (e) and in the event that the monies advanced exceed the eligible costs incurred during the Fiscal Year, return to Canada and the Province, an amount equal to any surplus funds not expended or accounted for at the end of the Fiscal Year unless there is approval in writing by Canada and the Province to retain these funds solely for the purposes for which they were provided;

6.2 The Black Lake First Nation or its designated representative shall provide police office facilities that meet the needs of the RCMP First Nations Community Policing Service and that are to the satisfaction of the Commissioner to a maximum of 800 square feet (at an annual rate of $10.00 per square foot ($107.64 per square metre), such amount shall form part of the Actual Costs) at the Black Lake First Nation. Black Lake First Nation shall, in accordance with the Indian Act, enter into an arrangement with the RCMP for the use of such facility and these facilities shall be available for occupation by the RCMP-FNCPS on a date as mutually may be agreed upon by the Commanding Officer and the Band Council.

SECTION 7: POLICE MANAGEMENT BOARD

7.1 The Police Management Board to be established by the Black Lake First Nation should be representative of the community and may include participants who are Elders, women, and youth.

7.2 Consistent with this Agreement, the role and responsibilities of the Police Management Board will be to:

(a) identify policing issues and concerns of the community to a representative of the Black Lake RCMP First Nations Community Police Service;

(b) work with the Black Lake RCMP First Nations Community Police Service in seeking solutions to community issues and concerns;

(c) work with the RCMP to develop, in consultation with a representative of the Black Lake RCMP First Nations Community Police Service, the objectives, priorities, goals, strategies and special projects which will assist the community to address specific community issues and concerns; and

(d) identify desirable attributes for Members of the RCMP First Nations Community Policing Service who are to be considered for deployment to the Black Lake RCMP First Nations Community Police Service.

7.3 The Police Management Board shall meet at least once per month during the first year that this Agreement is in effect and at least once every two months during the second and third year of this Agreement.

7.4 The extraordinary costs that the members of the Police Management Board may incur in travelling to necessary meetings, conferences and seminars and that are not covered by the funding provided for in paragraphs 4.2(a) and 5.2(a) of this Agreement will be subject to discussions between the Parties.

7.5 The Police Management Board for the Black Lake First Nation shall consist of no less than four(4) members who shall perform their duties as employees of the Black Lake First Nation.

7.6 The members of the Police Management Board shall receive training and instruction from the Province commensurate with their duties and responsibilities.

SECTION 8: COMMUNITY SUPPORT SERVICES

8.1 The Community Support Services for the Black Lake RCMP First Nation Community Police Service will be provided by one or more Elders from the Black Lake First Nation who shall perform their duties as employees of the Black Lake First Nation.

8.2 The Black Lake First Nation agrees to supply to the RCMP and the Police Management Board a list of candidates who may be suitable for that function.

8.3 The one or more Elders referred to in the subsection 8.1 will be selected by the Police Management Board in consultation with the Commander of the Stoney Rapids Detachment.

8.4 The Community Support Services will act as a liaison between the community and the Black Lake RCMP First Nations Community Police Service and in so doing, enhance the role of the police in the community. In particular, the Community Support Services will:

(a) provide Members of the Black Lake RCMP First Nations Community Police Service with spiritual and cultural advice on sensitive issues within the community;

(b) identify community resources that may be utilized in handling sensitive community issues; and

(c) facilitate workshops, meetings and discussions that will enhance and encourage the level of communication within the community on police related issues.

8.5 The Community Support Services collectively will perform the duties set out in section 8.4 for a minimum of 20 hours per week.

SECTION 9: ROLE AND RESPONSIBILITIES OF THE RCMP

9.1 The RCMP will:

(a) Assign the equivalent of three(3) Members and one(1) secretarial/support staff of the RCMP First Nations Community Policing Service to provide policing services for, or to assist in, the provision of policing services for the Black Lake First Nation pursuant to this Agreement as soon as practicable within three (3) months from the signing of this Agreement;

(b) make best efforts to ensure that Members of the RCMP First Nations Community Policing Service assigned to the Black Lake First Nation are culturally compatible with this community;

(c) ensure that the process referred to in 9.1(b) will be consensual and be effected through consultation between the Police Management Board and the Commanding Officer of the Division or his or her designate;

(d) ensure that the Members deployed through the RCMP First Nations Community Policing Service will devote all of their on duty time to the policing needs of the Black Lake First Nation and at least 80% of this time shall be spent within the boundaries of the Black Lake First Nation Territory as defined in this Agreement;

(e) ensure that the time spent outside of the Black Lake First Nation boundaries by the Members of the RCMP First Nations Community Policing Service will be related to the handling of the Black Lake First Nation policing issues, except where an emergency exists, in which case the duties will be determined by the Commander of the Stoney Rapids Detachment;

(f) ensure that regular status reports detailing the policing services provided for the Black Lake First Nation are supplied on a monthly basis to the Band Council or its designated representative and the Police Management Board;

(g) ensure that, where it is deemed appropriate, special reports, in addition to the monthly reports, be provided on request, to the Band Council and the Police Management Board;

(h) enforce present or future Band By-Laws enacted by the Black Lake First Nation pursuant to the following sections of the Indian Act (R.S.C, 1985, c. I-5):

(i) section 81(1)(b) - the regulation of traffic,

(ii) section 81(1)(c) - the observance of law and order,

(iii) section 81(1)(d) - the prevention of disorderly conduct and nuisances,

(iv) section 81(1)(p) - the removal and punishment of persons trespassing on the reserve or frequenting the reserve for prohibited purposes,

(v) section 85.1(a) - prohibiting the sale, barter, supply or manufacture of intoxicants on the reserve of the band,

(vi) section 85.1(b) - prohibiting any person from being intoxicated on the reserve,

(vii) section 85.1(c) - prohibiting any person from having intoxicants in his possession on the reserve.

(i) pay a fee for use of police office facilities provided by the Black Lake First Nation under paragraph 6.2 at an annual rate of $10.00 per square foot ($107.64 per square metre); such fee shall form part of the Actual Costs.

9.2 The RCMP will ensure that Members providing service for the Black Lake First Nation receive, in a timely manner, training to allow them to meet the needs of this community. Such training may consist of, but not be limited to family violence, substance abuse, suicide prevention and other areas which are consistent with the policing needs of Black Lake First Nation.

SECTION 10: ROLE AND RESPONSIBILITIES OF THE RCMP FIRST NATIONS COMMUNITY POLICING SERVICE

10.1 The primary responsibility of the Members deployed through the RCMP First Nations Community Policing Service will be to work in cooperation with the Black Lake First Nation to provide a professional, effective and efficient policing service, in a manner which is responsive and culturally sensitive to this community.

10.2 In addition to the "Role and Responsibilities of the RCMP", as described in Section 9, the Members deployed through the RCMP First Nations Community Policing Service will:

(a) treat all people equally and with respect;

(b) uphold the Canadian Charter of Rights and Freedoms;

(c) serve and protect the community;

(d) work with the community and other agencies to prevent or resolve problems that affect the community's safety and quality of life;

(e) establish crime prevention initiatives through community education or assist the community with similar initiatives in their capacity as Members of the RCMP First Nations Community Policing Service;

(f) promote a creative and responsive environment to allow all RCMP Members to deliver community policing services;

(g) enforce the applicable federal and provincial laws and such Band By-Laws referred to in paragraph 9.1(h);

(h) work with the Police Management Board towards the achievement of objectives, priorities, goals, strategies and special projects which will assist the community to address specific community issues and concerns; and

(i) live in the community when suitable accommodation which meets the needs of the RCMP First Nations Community Policing Service is available, unless it is otherwise agreed to upon mutual consent of both the Member of the RCMP First Nations Community Policing Service affected and the Police Management Board that the particular Member may live outside the community.

SECTION 11: SPECIAL PROVISIONS

11.1 During the term of this Agreement it shall be acknowledged by the Parties that:

(a) the Members assigned to the Black Lake First Nation through the RCMP First Nations Community Policing Service may be absent from time to time due to illness, holidays or other duty related requirements, in which case the Commander of the Stoney Rapids Detachment will ensure that the policing needs of the community are met;

(b) the Commander of the Stoney Rapids Detachment has the authority and responsibility for the personnel who provide the policing services for the Black Lake First Nation; and

(c) concerns regarding the day-to-day policing of the community should be brought to the attention of the Commander of the Stoney Rapids Detachment or a Member of the Black Lake RCMP First Nations Community Police Service as may be appropriate under the circumstances.

SECTION 12: INDEMNIFICATION

12.1 The Black Lake First Nation shall indemnify and save harmless Canada and the Province and their respective employees and agents from and against all losses, claims, damages, actions, causes of action, costs and expenses that may arise directly or indirectly out of any act or omission of the Police Management Board or the Community Support Services or their respective members, employees, officers or agents, in the performance of this Agreement. Such indemnity shall survive the Agreement.

12.2 Neither Canada nor the Province shall be responsible for any bodily or personal injury or property damage of any nature whatsoever that may be suffered or sustained by the respective Band Councils, the Police Management Board, the Community Support Services and their respective members, employees, officers or agents in the performance of this Agreement unless it is caused by the negligent act or omission of an employee or agent of Canada or the Province in the performance of his or her duties.

12.3 Canada shall not be held responsible for any incidental, indirect, special or consequential damages or any loss of use, revenue or profit arising out of or in any way related to this Agreement.

12.4 The Black Lake First Nation shall, without limiting its obligations herein, insure the operations of the Police Management Board and Community Support Services under a contract of comprehensive or commercial general liability, with an insurer in the Province, in an amount of not less than $1,000,000.00 per occurrence insuring against bodily injury, personal injury and property damage including loss or use thereof. Such insurance shall include a blanket contractual liability.

12.5 Proof of all required insurance in a form acceptable to Canada and the Province shall be promptly provided to Canada and the Province upon request.

SECTION 13: AMENDMENT

13.1 This Agreement may be amended from time to time by written agreement of all Parties.

SECTION 14: TERMINATION

14.1 The Parties may terminate this Agreement with regard to the RCMP First Nations Community Policing Service by giving the other Parties twelve (12) months notice in writing.

14.2 Upon termination of this Agreement by any party, the Black Lake First Nation agrees to refund all unexpended funds to Canada and the Province within ninety (90) days of the effective date of termination of this Agreement unless there is approval in writing from Canada and the Province to retain these funds solely for the purpose for which they were provided.

SECTION 15: NOTICES

15.1 Any notice or other document required or permitted to be given by one Party to the other Party under this Agreement will be in writing and shall be communicated by registered mail addressed to:

(a) Canada:

Ministry of the Solicitor General
Aboriginal Policing Directorate
340 Laurier Avenue West, 11th floor
Ottawa, Ontario
K1A 0P8
Fax: 613-991-0961

(b) the Province:

Department of Justice of Saskatchewan
1874 Scarth Street
Regina, Saskatchewan
S4P 3V7
Fax: 306-787-9111

(c) Black Lake First Nation:

The Chief
Black Lake First Nation
General Delivery
Black Lake, Saskatchewan
S0J 0H0

SECTION 16: SAVING PROVISION

16.1 Nothing in this Agreement is in any way intended to replace or amend any obligation that either Party is bound by or required to perform by operation of law.

16.2 The Preamble and Schedules attached hereto form an integral part of this Agreement. In the event that any provision in this Agreement shall be deemed void or invalid by a court of competent jurisdiction, the remaining provisions shall be and remain in full force and effect.

16.3 Nothing in this Agreement shall abrogate or derogate from any Aboriginal, treaty, constitutional or other rights which have accrued or may accrue to any of the Parties.

SECTION 17: DISPUTES

17.1 Any new issue, matter of general concern or dispute arising under this Agreement shall be a matter for consultation and resolution between the Solicitor General, the Minister and the Black Lake First Nation in such manner as they shall see fit.

IN WITNESS WHEREOF the Parties have executed this Agreement as of the day and year first written above.

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

Solicitor General of Canada

Witness

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF SASKATCHEWAN

Minister of Justice

Witness

BLACK LAKE FIRST NATION AS REPRESENTED BY ITS CHIEF

Chief

Witness

The terms and conditions of this Agreement are hereby acknowledged by the Royal Canadian Mounted Police as represented by the Commissioner or his designate.

Commissioner

Witness

SECTION 9

A MEMORANDUM OF AGREEMENT PROVIDING A FRAMEWORK FOR COMMUNITY TRIPARTITE AGREEMENTS FOR THE ROYAL CANADIAN MOUNTED POLICE FIRST NATIONS COMMUNITY POLICING SERVICE IN THE NORTHWEST TERRITORIES

APRIL 1, 1995

NORTHWEST TERRITORIES

RCMP FIRST NATIONS COMMUNITY POLICING SERVICE AGREEMENT

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Memorandum of Agreement dated as of April 1, 1995

BETWEEN:

THE GOVERNMENT OF CANADA as represented by
the Solicitor General of Canada
(herein called "Canada")

AND

THE GOVERNMENT OF THE NORTHWEST TERRITORIES
as represented by the Minister of Justice
(herein called the "GNWT").

WHEREAS Canada and the GNWT:

1) recognize the need to contribute to the improvement of the maintenance of social order, public security and personal safety in First Nations Communities;

2) recognize the need to provide First Nations Communities with policing services that are professional, effective, efficient and responsive to the unique needs of these communities;

3) recognize the importance of providing policing services for First Nations Communities in the GNWT through the RCMP First Nations Community Policing Service;

4) recognize that First Nations Communities must have a role in the administration and management of their policing services and recognize the necessity of entering into negotiations with them to ensure that this role is given expression in the form of Community Tripartite Agreements;

5) recognize the desirability of providing greater responsibility and accountability for the delivery of policing services to the First Nations Communities in the Northwest Territories, and, therefore agree, to enter into a tripartite process which will lead to greater responsibility and accountability of policing services to the First Nations Communities in the Northwest Territories;

6) recognize the principle that First Nations Communities, in keeping with their increased role in determining policing arrangements, may contribute financially to the extent of their existing or future ability to pay, either in cash or in kind, towards the cost of providing policing services in First Nations Communities. Contributions under this provision would accrue equally to reduction of federal and territorial cost shares;

7) recognize the need to continue the RCMP First Nations Community Policing Service, and the need to provide such additional positions in the RCMP First Nations Community Policing Service as may be subsequently agreed to under Community Tripartite Agreements;

8) wish to, subject to, and in accordance with the terms of this Agreement, enter into cost-sharing and related agreements to provide policing services to First Nations Communities in the Northwest Territories through the RCMP First Nations Community Policing Service;

9) recognize that the policing services provided for First Nations Communities include the enforcement of applicable federal and territorial statutes as well as applicable present or future by-laws duly enacted by local governing bodies of First Nations Communities for any purpose specified in the Community Tripartite Agreements, the prevention of crime and the maintenance of order;

10) recognize that nothing in this Agreement shall be construed so as to affect, or prejudice or derogate from, any Aboriginal, treaty, constitutional or other rights, privileges or freedoms which have accrued or may accrue to Canada, the GNWT or any First Nations Community;

11) recognize that nothing in this Agreement prejudices or limits the ability of the parties to negotiate, at any time, different terms for providing policing services to First Nations Communities under any other agreement; and

WHEREAS Section 20 of the Royal Canadian Mounted Police Act (Canada) provides that the Solicitor General of Canada may, with the approval of the Governor in Council, enter into an arrangement with the government of any province for the use or employment of the Royal Canadian Mounted Police, or any portion thereof, in aiding the administration of justice in the Northwest Territories and in carrying into effect the laws in force therein;

WHEREAS the Commissioner of the Northwest Territories is authorized, pursuant to section 19 of the Northwest Territories Act, S.C.,c.N-27, to enter into an agreement, on behalf of the Government of the Northwest Territories, with the Government of Canada, under and for the purposes of the Royal Canadian Mounted Police Act (Canada), to provide for the use and employment of the Royal Canadian Mounted Police (the "RCMP") in aiding in the administration of justice in the Northwest Territories and in carrying into effect the laws in force in the Northwest Territories on the terms and conditions that may be contained in the agreement;

WHEREAS the Parties recognize that the Nunavut Act, S.C.1993, c.28 (the "Act") is due to come into effect no later than April 1, 1999 and that should the Act come into effect prior to the expiry of this Agreement, amendments may have to be made to this Agreement with respect to the territory affected by the coming into force of the Act;

WHEREAS Canada and the GNWT wish to enter into such an arrangement as evidenced by this Agreement;

WHEREAS by Order in Council P.C. 1993-553 dated March 23, 1993 the Governor in Council authorized the Solicitor General to enter into this Agreement on behalf of the Government of Canada;

WHEREAS by Order in Council P.C. 1992-270 dated February 13, 1992 the Governor in Council transferred to the Solicitor General of Canada the powers, duties and functions of the Minister of Indian Affairs and Northern Development relating to the Indian Policing Services Program.

THE PARTIES AGREE AS FOLLOWS:

ARTICLE 1.0: INTERPRETATION

1.1 In this agreement, each of the following terms shall, unless the context otherwise requires, have the meaning set out beside it:

a) "**Actual Costs**" means those direct and indirect costs, as described in Article 10 of this Agreement, incurred by the RCMP in providing policing services to First Nations Communities through the RCMP First Nations Community Policing Service during the term of this Agreement;

b) "**Community Council**" means the "council of the band" as defined in section 2 of the Indian Act (Canada) and, for the purposes of this Agreement, includes local governing bodies of First Nations Community;

c) "**Commanding Officer**" means the officer of the RCMP, resident in the Northwest Territories, appointed by the Commissioner of the RCMP to command the Division:

d) "**Commissioner's lands**" means public lands under the administration and control of the Commissioner of the Northwest Territories, more specifically described in section 44 of the Northwest Territories Act, S.C., c.N-27:

e) "**Community Tripartite Agreement**" means an agreement annexed in Schedule "C" entered into between Canada, the GNWT, and a First Nations Community for the provision of the RCMP First Nations Community Policing Service;

f) "**Detachment**" means an organizational component of the division that has prescribed territorial boundaries and includes satellite and community service offices;

g) "**Division**" means the organizational component of the RCMP that is responsible for law enforcement and the prevention of crime in the Northwest Territories;

h) "**External Review Committee**" means the Committee as defined in the Royal Canadian Mounted Police Act (Canada);

i) "**First Nations Community**" means a "band" as defined in section 2 of the Indian Act and for the purposes of this Agreement includes certain Indian and Inuit Communities on Commissioner's lands or on a defined area more specifically set out in each Community Tripartite Agreement;

j) "**Fiscal Year**" means the period beginning on April 1 in any year and ending on March 31 in the next year;

k) "**Member**" means any member of the RCMP appointed pursuant to the Royal Canadian Mounted Police Act (Canada) and any regulations made pursuant thereto and without limitation includes any regular member, special constable, special constable member, and civilian so appointed;

l) "**Minister**" means the Minister of Justice for the Northwest Territories;

m) "**Pension Contribution**" means, with respect to any Member or federal public service employee, the aggregate of the employer's contributions made under the Royal Canadian Mounted Police Superannuation Act (Canada), the Supplementary Retirement Benefits Act (Canada), the Public Service Superannuation Act (Canada) and the Canada Pension Plan (Canada);

n) "**Program Administrators**" means the RCMP First Nations Community Policing Service Members and Support Staff assigned to the administration of RCMP First Nations Community Policing Service at the headquarters of the Division;

o) "**Public Complaints Commission**" means the Commission as defined in the Royal Canadian Mounted Police Act (Canada);

p) "**RCMP**" means the police force for Canada continued under the Royal Canadian Mounted Police Act (Canada), and known as the Royal Canadian Mounted Police;

q) "**RCMP First Nations Community Policing Service**" means the aggregate of the resources, Members and Support Staff employed by Canada to provide policing services in First Nations Communities but does not include those resources, Members and Support Staff employed primarily in:

(i) policing services of a national or international nature, such as forensic laboratories, the Canadian Police Information System, identification services and the Canadian Police College;

(ii) national security investigation services;

(iii) protective security such as security at embassies and airports, and security for internationally protected persons;

(iv) services provided to or on behalf of federal government departments; and

(v) the Territorial Police Service.

r) "**Salary**" includes Pension Contributions and employer's unemployment insurance contributions;

s) "**Solicitor General**" means the Solicitor General of Canada.

t) "**Support Staff**" means all those persons who are employed by Canada in the Northwest Territories as public service and casual employees in support of the RCMP First Nations Community Policing Service and who are not Members;

u) "**Territorial Police Service**" means the aggregate of resources, Members and Support Staff employed by Canada to provide policing services in the Northwest Territories, but does not include those resources, Members and Support Staff employed primarily in:

i) policing services of a national or international nature, such as forensic laboratories, the Canadian Police Information System, identification services and the Canadian Police College;

ii) national security investigation services;

iii) protective security such as security at embassies and airports, and security for internationally protected persons;

iv) services provided to or on behalf of federal government departments; and

v) the RCMP First Nations Community Policing Service provided under this Agreement.

v) "**Territorial Police Service Agreement**" means the agreement dated as of April 1, 1992 between Canada and the GNWT for the provision by Canada of Territorial Police Services;

1.2 The singular number includes the plural and the plural number includes the singular where such is consistent with the context.

ARTICLE 2.0: APPLICATION

2.1 This Agreement applies to the provision of policing services to First Nations Communities through the RCMP First Nations Community Policing Service pursuant to Community Tripartite Agreements.

2.2 Canada shall, subject to and in accordance with the terms and conditions of this Agreement, provide and maintain a RCMP First Nations Community Policing Service within the Northwest Territories during the term of this Agreement.

2.3 Canada is hereby authorized by the GNWT to carry out the powers and duties of the Territorial police force for the purpose of providing the RCMP First Nations Community Policing Service in accordance with this Agreement.

ARTICLE 3.0: SCHEDULES

3.1 The following Schedules are hereby incorporated into and constitute part of this Agreement:

(a) Schedule "A" - The Fiscal Year budget projection, including the Detachment and First Nations Communities served by the RCMP First Nations Community Policing Service, the number of Members and Support Staff as adjusted from time to time in accordance with Article 17;

(b) Schedule "B" - Sample Community Tripartite Agreement; and

(c) Schedule "C" - Community Tripartite Agreements as may be entered into from time to time by Canada, the GNWT and First Nations Communities and which will be substantially in accordance with the sample Agreement attached hereto at Schedule "B".

3.2 As and when Community Tripartite Agreements are entered into, original signed copies of those Community Tripartite Agreements shall be attached hereto and shall, from the date of the Community Tripartite Agreement be constituted as part of Schedule "C".

ARTICLE 4.0: SUBJECT MATTER

4.1 Those Members who form part of the RCMP First Nations Community Policing Service shall:

a) perform the duties of peace officers; and

b) render such services as are necessary to:

i) preserve the peace, protect life and property, prevent crime and offences against the laws of Canada and the GNWT, apprehend criminals, offenders and others who may be lawfully taken into custody; and

ii) execute all warrants and perform all duties and services in relation thereto that may, under the laws of Canada or the GNWT, be executed and performed by peace officers.

4.2 The RCMP First Nations Community Policing Service shall not be required to perform any duties or provide any services which are not appropriate to the effective and efficient delivery of police services in the Northwest Territories.

4.3 Where, at the date of this Agreement, the Territorial Police Service is performing any duties or providing any service referred to in Article 4.2, the RCMP First Nations Community Policing Service shall continue to perform such duties and provide such services until such time as these duties and services are performed or provided by some other persons.

ARTICLE 5.0: MANAGEMENT OF THE RCMP FIRST NATIONS COMMUNITY POLICING SERVICE

5.1 The internal management of the RCMP First Nations Community Policing Service, including its administration and the determination and application of professional police procedures, shall remain under the control of Canada.

5.2 The minimum standard of policing by the RCMP First Nations Community Policing Service shall meet the standard as determined by the Commissioner of the RCMP in consultation with the Minister.

5.3 The level of policing service by the RCMP First Nations Community Policing Service shall meet the level mutually agreed upon by the Solicitor General, the Minister and the Community Council in consultation with the Commissioner of the RCMP but shall not be inconsistent with the level of policing service as determined by the Minister for the Territorial Police Service.

5.4 The level of policing service as agreed upon between the parties under subarticle 5.3 shall not be less than the minimum standard as determined under subarticle 5.2.

5.5 Nothing in this Agreement shall be interpreted as limiting in any way the jurisdiction of the GNWT in respect of the administration of justice and law enforcement in the Northwest Territories.

ARTICLE 6.0: ROLES AND RESPONSIBILITIES OF CANADA

6.1 Canada shall:

a) subject to appropriation by Parliament and subject to any other terms of this Agreement, provide in respect to each Fiscal Year 52% of the Actual Costs of the RCMP First Nations Community Policing Service up to the amount set out in the total budget projection in Schedule "A".

b) in the provision of the administrative support for the RCMP First Nations Community Policing Service, coordinate the financial and administrative arrangements as set out in this Agreement;

c) participate in any negotiations involving the GNWT and First Nations Communities regarding the development of Community Tripartite Agreements for the delivery of policing services to First Nations Communities through the RCMP First Nations Community Policing Service;

d) increase the number of Members and Support Staff of the RCMP First Nations Community Policing Service as soon as practicable within one year from the agreement of the parties to a Community Tripartite Agreement;

e) reduce the number of Members and Support Staff of the RCMP First Nations Community Policing Service as soon as practicable within one year:

(i) of receipt of a notification to terminate a Community Tripartite Agreement, or

(ii) from the execution of an agreement of the parties to a Community Tripartite Agreement to reduce the number of Members and Support Staff of the RCMP First Nations Community Policing Service; and

f) ensure that the GNWT contribution to the provision of the policing services to First Nations Communities in the Northwest Territories through the RCMP First Nations Community Policing Service is acknowledged at the same time and to the same extent as the contribution of Canada in any materials or communications intended for the public or for concerned individuals or groups, including press releases, published reports, radio and television programs and public meetings.

ARTICLE 7.0: ROLES AND RESPONSIBILITIES OF THE GNWT

7.1 The GNWT shall:

a) subject to an appropriation by the Legislature for payment in the Fiscal Year when the payment falls due, in accordance with the Financial Administration Act (Northwest Territories), and subject to any other terms of this Agreement, in respect of each Fiscal Year pay to Canada 48% of the Actual Costs of the RCMP First Nations Community Policing Service as determined in accordance with Article 10 up to the amount set out in the total budget projection in Schedule "A".

b) in consultation with Canada, take such steps as may reasonably be necessary to inform First Nations Communities of the availability of the RCMP First Nations Community Policing Service;

c) participate in any negotiations involving Canada and First Nations Community regarding the development of Community Tripartite Agreements for the delivery of policing services to First Nations Communities through the RCMP First Nations Community Policing Service; and

d) ensure that Canada's contribution to the provision of policing services for First Nations Communities in the Northwest Territories through the RCMP First Nations Community Policing Service is acknowledged at the same time and to the same extent as the contribution of the GNWT in any materials or communications intended for the public or for concerned individuals or groups, including press releases, published reports, radio and television programs and public meetings.

ARTICLE 8.0: ROLES AND RESPONSIBILITIES OF A COMMUNITY COUNCIL

8.1 The Community Council or their designated representative may pursuant to the provisions of a Community Tripartite Agreement:

a) set objectives, priorities and goals of the RCMP First Nations Community Policing Service for that community that are not inconsistent with those of the Minister for the Territorial Police Service;

b) assist in the identification and implementation of community-oriented policing initiatives; and

c) bring concerns regarding the day to day policing of the First Nations Community to the attention of the commander of the RCMP Detachment responsible for providing policing for that First Nations Community.

ARTICLE 9.0: ROLES AND RESPONSIBILITIES OF THE RCMP

9.1 The Commissioner of the RCMP shall:

a) provide financial and administrative services for the day to day operations of the RCMP First Nations Community Policing Service;

b) recruit, train, assign and supervise First Nations Community Policing Service Members to provide policing services to First Nations Communities as set out in Schedule "A";

c) ensure that First Nations Community Police Service Members deployed in the RCMP First Nations Community Policing Service will devote all of their on duty time to the policing needs of First Nations Communities with at least 80% of this time to be spent within the boundaries of those communities, or in an area more specifically set out in each Community Tripartite Agreement;

d) provide to each Community Council, or its designated representative, individual regular status reports as well as special reports as may appropriately be requested by the Community Council on policing services provided for the community;

e) provide the Solicitor General and the Minister with an annual report on the RCMP First Nations Community Policing Service in the Northwest Territories prior to July 31 of each Fiscal Year, which will include a detailed accounting, for each Community Tripartite Agreement, of all expenditures for the RCMP First Nations Community Policing Service for the previous Fiscal Year, together with explanations of all variances from the estimated direct and indirect costs, the direct cost budget and actual expenditures and such information as the Solicitor General directs; and

f) upon receiving reasonable notice, shall provide the Minister with any additional information relating to the financial implications of the RCMP First Nations Community Policing Service, including the results of any internal audit conducted by the RCMP.

9.2 The Commanding Officer shall for the purposes of this Agreement:

a) act under the direction of the Minister in aiding the administration of justice in the Northwest Territories and in carrying into effect the laws in force therein;

b) implement the objectives, priorities, and goals as determined by the Minister pursuant to the Territorial Police Service Agreement and the objectives, priorities and goals of the First Nations Community as determined pursuant to paragraph 8.1(a);

c) consult with the Minister on a regular basis to provide information pertaining to the operational and administrative status of the RCMP First Nations Community Policing Service; such consultation shall occur as and when required but in no case on less than a quarterly basis and with respect to the financial reporting required by paragraph 9.2(f);

d) provide the Minister with an annual report, by July 1 of each year, on the status of the implementation of the objectives, priorities and goals of policing as they apply to the RCMP First Nations Community Policing Service within the Northwest Territories during the previous Fiscal Year;

e) provide the Minister each month with the particulars of any new or outstanding complaints made against the RCMP First Nations Community Policing Service within the Northwest Territories by any member of the public to the RCMP; the form and substance of the particulars shall be agreed upon by the Commanding Officer and the Minister;

f) in each Fiscal Year, commencing in July and monthly thereafter or as requested by the Minister, provide the details of the year-to-date expenditures to the Minister in a mutually agreeable format, together with explanations of unexpected expenditures that are occurring or likely to occur; and

g) at the beginning of each Fiscal Year, provide the Minister with a schedule of each item of equipment purchased over $100,000, including its condition and any forecasted requirements for major repairs or replacement of such items.

ARTICLE 10.0: BASIS OF ACTUAL COST CALCULATIONS

10.1 Actual Costs referred to in this Agreement shall include the following eligible expenditures made by the RCMP in each fiscal year:

a) the direct cost of the RCMP First Nations Community Policing Service in the Northwest Territories including:

i) all operation and maintenance costs such as salaries and wages, transportation and travel, information, professional services, rentals, repairs, utilities and supplies and miscellaneous operational expenses as established by the RCMP Expenditure Coding Dictionary; and

ii) all costs of equipment purchased except where such cost is $100,000 or more per item and where the Minister has requested that such cost be amortized;

b) the indirect cost of the RCMP First Nations Community Policing Service, including:

i) for the Fiscal Year beginning April 1, 1995, the cost to Canada of Pension Contributions calculated as 13.9 per cent of pensionable salaries in respect of Members and calculated as 7.4 per cent of pensionable salaries in respect of federal public service employees; thereafter the cost of all Pension Contributions shall be such cost as determined by the provisions of the Territorial Police Service Agreement;

ii) the full cost to Canada of employer's contributions for unemployment insurance in respect of Members and federal public service employees;

iii) the cost of the divisional headquarters administration, calculated by dividing the total cost of such administration by the average number of Members in the Division for the Fiscal Year (excluding Members who are assigned to divisional administration) and multiplying the result by the average number of Members employed in the RCMP First Nations Community Policing Service;

iv) for the Fiscal Year beginning April 1, 1995 and for subsequent Fiscal Years, the cost of recruit training shall be the product obtained by multiplying $3500.00 by the average number of Members employed in the RCMP First Nations Community Police Service in the Northwest Territories for the Fiscal Year;

v) the cost of the Police Information Retrieval System, calculated by multiplying the number of Members employed in the RCMP First Nations Community Policing Service in the Northwest Territories who have access to the system by the amount of the fee set out in the Royal Canadian Mounted Police, Police Information Retrieval System Fees Order, as amended from time to time;

vi) the cost of accommodation owned by Canada for use by the RCMP First Nations Community Policing Service in the Northwest Territories for which the RCMP does not pay rent shall be determined by multiplying the amount of the gross space on April 1 for the Fiscal Year by the rate reflected in paragraph 10.3(b)(viii) of the Territorial Police Service Agreement between Canada and the GNWT dated April 1, 1992; such space shall not include the following:

i) separate living quarters;

ii) any buildings or parts thereof occupied exclusively by the RCMP for any purpose other than the RCMP First Nations Community Policing Service; and

iii) those parts of the divisional headquarters administration buildings that are not occupied by the RCMP First Nations Community Policing Service determined on a proportional basis relative to the total occupancy of the buildings.

vii) where requested by the Minister, an amount equivalent to the straight line amortization of the capital cost of any item of equipment costing $100,000 or more per item over the estimated life of the equipment, but not exceeding 10 years, together with interest at 10 per cent per annum on the unpaid balance; for greater certainty, it is agreed that such items of equipment include aircraft, vessels, telecommunications systems, identification systems and such other items as may be agreed upon between the Minister and the Commissioner of the RCMP;

viii) the cost to Canada of operating the External Review Committee and the Public Complaints Commission, determined by dividing the total such cost by the average number of Members in Canada for the Fiscal Year and multiplying by the average number of Members employed in the RCMP First Nations Community Policing Service for the Fiscal Year;

ix) the cost of Program Administrators for the RCMP First Nations Community Policing Service in the Northwest Territories as identified in Schedule "A"; and

x) the cost of Support Staff.

c) the cost of the RCMP First Nations Community Policing Service in the Northwest Territories shall not include:

i) the cost of construction of any buildings;

ii) the cost of interdivisional transfers of personnel or equipment;

iii) costs of any civil action, compensation claim, ex gratia payment or claim for legal fees; and

iv) the costs of the Corps of Commissionaires employed primarily in the protection of federal buildings.

10.2 For the purposes of determining Actual Costs pursuant to this Article, any Member of the RCMP First Nations Community Policing Service who is on:

a) sick leave or suspended for more than 30 consecutive days;

b) parental leave;

c) a training course not related to the RCMP First Nations Community Policing Service; or

d) pension retirement leave,

shall be deemed not to be in the RCMP First Nations Community Policing Service and the costs relating thereto shall be allocated to divisional administration.

10.3 There shall be deducted from the cost payable by the GNWT and the Solicitor General in respect of the RCMP First Nations Community Policing Service:

a) any refunds or reimbursements subsequently obtained by Canada with respect to any expenses that were paid by the GNWT as a direct cost;

b) the revenue received from leased accommodations and quarters deductions from RCMP First Nations Community Policing Service employees;

c) the respective cost sharing percentages of any amount received by Canada from the sale, transfer out of the RCMP First Nations Community Policing Service or other disposition of any equipment that cost less than $100,000 and that was purchased for use in the RCMP First Nations Community Policing Service.

10.4 There shall be deducted from the cost payable by the Solicitor General to the RCMP in respect of the RCMP First Nations Community Policing Service, 52 percent of the cost of accommodation for use by the RCMP First Nations Community Policing Service for which the RCMP does not pay rent where such accommodation is the product of capital construction funding contributed by the Solicitor General specifically for the RCMP First Nations Community Policing Service.

10.5 In respect of the RCMP First Nations Community Policing Service, except where the services are paid by Health and Welfare Canada, the GNWT shall pay Canada 100 percent of all of the following costs:

a) hospitalization, medical examination or treatment, including mental health examination or treatment, for any person in the custody of the RCMP except where such costs have been incurred in the obtaining of evidence;

b) witness fees, transportation, maintenance and escort costs for persons (except for Members and Support Staff) required as witnesses in criminal and civil proceedings and proceedings under Territorial laws; and

c) conveyance by a third party that is obtained by a Member of the RCMP First Nations Community Policing Service for a disabled, injured, ill or deceased person where the cost of the service is not paid by or on behalf of the person or their estate.

10.6 a) In the event that any Member employed in the RCMP First Nations Community Policing Service receives, by virtue of Territorial legislation, the benefit of any statutory defence, to any claim or action and in connection therewith the GNWT may be or may become liable for any of the payments contemplated by subparagraph 10.1(c)(iii), Canada shall indemnify and hold harmless the GNWT with respect to any such claims or actions; Canada shall assume the conduct and the carriage of any proceedings relating to such claim.

b) The GNWT shall promptly notify Canada of any claim or action referred to in paragraph (a).

c) If the GNWT should compromise or settle any such claim or action without the consent of Canada, Canada shall not be liable to indemnify or save harmless the GNWT.

10.7 Notwithstanding the provisions of subparagraphs 10.1 (a)(i) and 10.1 (b)(vii) of this Agreement, where a Community Tripartite Agreement comes into force during the term of this Agreement, the parties to the Community Tripartite Agreement may enter into different arrangements regarding eligible expenditures for accommodation, site preparation and living quarters for the purposes of the RCMP First Nations Community Policing Services provided under the Community Tripartite Agreement.

ARTICLE 11.0: EQUIPMENT

11.1 Canada shall supply to the RCMP First Nations Community Policing Service equipment of a standard and quantity that is necessary to carry out its responsibilities under this Agreement.

11.2 Canada, in procuring such equipment, shall do so in accordance with its own procurement practices and procedures, directives of the Treasury Board of Canada and the Government Contract Regulations.

11.3 Where any item of equipment that was purchased at any time by Canada at a cost of $100,000 or more for the RCMP First Nations Community Policing Service is lost, damaged, destroyed or removed from the RCMP First Nations Community Policing Service, the accountability for that item shall be dealt with in accordance with the following provisions:

a) where the GNWT and the Solicitor General paid for the item in full at the applicable cost-sharing ratio in the year of acquisition, the GNWT and the Solicitor General shall be credited their respective cost-share percentages of the market value, if any, determined as of the time immediately preceding the loss, damage, destruction or removal;

b) where the GNWT or the Solicitor General has not yet paid its full share of the purchase cost of the item, the GNWT and the Solicitor General shall be credited their respective cost-share percentages of the amount by which the market value, if any, exceeds the aggregate amount, exclusive of interest, that the GNWT had paid up to the time of loss, damage, destruction or removal; and

c) if any item of equipment is subject to amortization in accordance with subparagraph 10.1(b)(viii), the payments shall cease in the Fiscal Year when the item was lost, damaged, destroyed or removed.

ARTICLE 12.0: TRANSFER OF OWNERSHIP OF EQUIPMENT AND ASSETS

12.1 In the event of the expiry or termination of this Agreement:

a) the ownership of any item of equipment that was purchased by Canada for the RCMP First Nations Community Policing Service shall, at the option of the GNWT,

i) be transferred to the GNWT upon payment to Canada of an amount equal to the amount that the current market value exceeds the amount, exclusive of interest, already paid to Canada by the GNWT for that item of equipment; or

ii) remain vested in Canada, in which case Canada shall credit the GNWT with any amount by which the current market value exceeds the amount that Canada paid for that item of equipment;

b) where any such item of equipment was purchased by Canada prior to the date of this Agreement for the RCMP First Nations Community Policing Service, upon such expiry or termination the GNWT may, at its option, acquire ownership of the equipment by paying to Canada the fair market value, as determined by an independent appraisal obtained by Canada, at the applicable cost-sharing ratio set out in subarticle 7.1;

c) where any item of equipment that:

i) cost $100,000 or more,

ii) was purchased by Canada at any time for the RCMP First Nations Community Policing Service, and

iii) was sold by Canada or transferred from the RCMP First Nations Community Policing Service,

Canada shall credit the GNWT and the Solicitor General with any amount by which the current market value exceeds the aggregate of payments, exclusive of interest, made by the GNWT in respect of that item.

12.2 Subject to any necessary approval by the Governor in Council and the Treasury Board of Canada, the ownership of any land and buildings held by Canada for the RCMP First Nations Community Policing Service and no longer required by Canada may, at the option of the GNWT, be acquired by the GNWT upon payment by the GNWT of the fair market value, as determined by an independent appraisal obtained by Canada.

ARTICLE 13.0: JAILS AND LOCK-UPS

13.1 Canada is under no obligation to maintain any jails for prisoners committed to custody for less than two years for an offence committed within the Northwest Territories against the Criminal Code or the laws of the Northwest Territories but, where necessary due to remoteness or the absence of an efficient alternative, such prisoners may be held in lock-ups maintained by the RCMP. The number and size of police lock-ups presently maintained by the RCMP will not be reduced without the prior approval of the Minister.

ARTICLE 14.0: METHOD OF PAYMENT

14.1 The RCMP shall carry out ongoing accounting and payments for the operations and maintenance of the RCMP First Nations Community Policing Service.

14.2 The RCMP shall invoice the GNWT and the Solicitor General at their respective cost sharing ratios for payments quarterly on July 1, October 1, January 1 and March 31 in each Fiscal Year; each invoice shall cover 3/12 of the estimated cost of the RCMP First Nations Community Policing Service for that Fiscal Year.

14.3 Subject to subarticle 14.6, all amounts payable by the GNWT and the Solicitor General shall be due 60 days from the date of an invoice from the RCMP;

14.4 In the case of amounts payable by the GNWT, payment shall be made by cheque payable to the Receiver General for Canada and sent to the Commissioner of the RCMP in Ottawa, or as Canada might otherwise direct in writing, by registered mail; where the Commissioner of the RCMP and the Minister agree in writing, payments may be made by any other method.

14.5 In the case of amounts payable by the Solicitor General, all payments shall be made by Interdepartmental Settlement Notice sent to the Commissioner of the RCMP in Ottawa or as directed otherwise by the Commissioner of the RCMP.

14.6 Any deficiency or overpayment by the GNWT or the Solicitor General in one Fiscal Year shall be credited or debited, as the case may be, in conjunction with the first invoice of the succeeding Fiscal Year.

14.7 Where a Community Tripartite Agreement comes into force during the term of this Agreement, this Agreement will, for the purposes of the calculation of the shares of the Actual Costs under subarticles 6.1 and 7.1, be deemed to begin on the first day of the Fiscal Year or a mutually agreeable date in the same Fiscal Year in which the Community Tripartite Agreement comes into force.

ARTICLE 15.0: FINANCIAL PLANNING

15.1 The Commanding Officer shall:

a) consult with the Minister on or before September 1 each year to establish the estimated cost of the RCMP First Nations Community Policing Service in the upcoming Fiscal Year. This consultation shall include advice to the Minister pertaining to the three-year accommodation plans for the RCMP First Nations Community Policing Service and forecasted needs for major repairs and replacement of items of equipment which originally cost $100,000 or more per item. The Commanding Officer shall receive advice from the Minister on:

i) the number of Members and Support Staff required for the RCMP First Nations Community Policing Service in the Northwest Territories;

ii) any budgetary limits for the RCMP First Nations Community Policing Service being placed upon the RCMP by the GNWT; and

iii) approval and the basis of payment for any item of equipment costing $100,000 or more per item;

b) communicate the results of this consultation with the Minister to the Commissioner of the RCMP, who shall complete a provisional estimate for the next Fiscal Year, including:

i) all direct costs for the requested increases or decreases to the RCMP First Nations Community Policing Service, recognizing any budgetary limits for the RCMP First Nations Community Policing Service imposed by the GNWT;

ii) an inflation factor for all operational and maintenance costs, excluding salaries, based on the Consumer Price Index for the last twelve month period; and

iii) a best estimate that reflects the most probable adjustments to salaries.

15.2 The Commissioner of the RCMP shall communicate the provisional estimate to the Commanding Officer who shall:

a) ensure that the provisional estimate is in accordance with the results of the consultation with the Minister and consistent with the objectives, priorities and goals set for the RCMP First Nations Community Policing Service; and

b) provide the provisional estimate to the Minister together with all explanations and seek agreement prior to December 31 of each Fiscal Year.

15.3 The Commissioner of the RCMP shall, prior to February 1 of each fiscal year, provide the Solicitor General with the budget projection prepared in accordance with subarticles 15.1 and 15.2 for the next Fiscal Year covered by this Agreement.

15.4 Where the Solicitor General agrees with the budget projection provided in subarticle 15.3, the budget projection shall be submitted to the Minister prior to March 1 of the Fiscal Year for which the budget projection pertains.

15.5 Where the Minister agrees with the budget projection provided by the Solicitor General in subarticle 15.4, Schedule "A" shall be amended pursuant to Article 17 to reflect the costs agreed upon for that Fiscal Year.

15.6 Where the Commissioner of the RCMP seeks to amend the budget projection during the Fiscal Year, he shall provide an amended budget projection, with explanations, to the Solicitor General.

15.7 Where the Solicitor General agrees with the amended budget projection provided in subarticle 15.6, the amended budget projection shall be submitted to the Minister without delay.

15.8 Where the Minister agrees with the amended budget projection provided in subarticle 15.7, Schedule "A" shall be amended pursuant to Article 17 for that Fiscal Year.

15.9 At any time after the date of this Agreement, the Minister may offer accommodation supplied by the GNWT for use by the RCMP First Nations Community Policing Service. The RCMP First Nations Community Policing Service shall not be obliged to use such accommodation unless it conforms to RCMP operational requirements and building standards in its design, space, construction and maintenance. The rent for such accommodation shall be the same amount and determined in the same manner as referred to in subparagraph 10.1(b)(vi).

ARTICLE 16.0: AMENDMENT

16.1 This Agreement may be amended at any time by the written agreement of Canada and the GNWT.

ARTICLE 17.0: TERM OF AGREEMENT

17.1 Notwithstanding the date on which this Agreement was executed and subject to subarticle 17.4, this Agreement shall come into force on April 1, 1995 and shall continue in force until March 31, 1999.

17.2 On or after March 31, 1998 and prior to the expiry of this Agreement, this Agreement may be renewed for an additional period upon terms that are agreed to by the Parties.

17.3 Upon the written agreement of Canada and the GNWT the provisions of this Agreement will remain in force pending its renewal, extension or renegotiation.

17.4 This Agreement may be terminated on March 31 in any year by either Party giving the other Party notice of such termination 12 months prior to the date of the intended termination.

ARTICLE 18.0: DISPUTES

18.1 Any new issue, matter of general concern or dispute arising under this Agreement, including Schedule "A" shall be a matter for consultation and resolution between the Solicitor General and the Minister in such manner as they shall see fit, however, they shall endeavour to resolve such issues within ninety (90) days of the dispute or concern being brought to the attention of the other Party to this Agreement.

18.2 Any new issue, matter of general concern or dispute arising from Schedule "C" of this agreement shall be a matter for consultation and resolution among the parties to the particular Community Tripartite Agreement in a manner as they shall see fit.

ARTICLE 19.0: NOTICE

19.1 Any notice that is required or permitted under this Agreement, to be given by one party to the other party, shall be given in writing and shall be communicated as follows:

a) to Canada, by registered mail, addressed to the Solicitor General at Ottawa, Ontario; and

b) to the GNWT, by registered mail, addressed to the Minister, by official title, at Yellowknife, Northwest Territories.

ARTICLE 20.0: MEMBERS OF THE HOUSE OF COMMONS AND SENATE

20.1 No member of the House of Commons or Senate shall be admitted to any share or part of this Agreement or to any benefits to arise there from.

IN WITNESS WHEREOF the Solicitor General of Canada, has hereunto set his hand on behalf of Canada and the Commissioner and the Minister of Justice of the Northwest Territories, have hereunto set their hands on behalf of the GNWT.

SIGNED on behalf of Canada
by the Honourable Herb Gray, P.C., M.P.
Solicitor General of Canada,
in the presence of

Witness

Solicitor General of Canada

SIGNED on behalf of the GNWT
by the Honourable Helen M. Maksagak,
Commissioner of the Northwest Territories
in the presence of

Witness

Commissioner of the
Northwest Territories

SIGNED on behalf of the GNWT
by the Honourable Stephen Kakfwi,
Minister of Justice of the Northwest Territories,
in the presence of

Witness

Minister of Justice
of the Northwest Territories

SCHEDULE A

BUDGET PROJECTION FOR THE RCMP FIRST NATIONS COMMUNITY POLICING SERVICE IN THE NORTHWEST TERRITORIES TO PARTICIPATING FIRST NATIONS COMMUNITIES 1995 - 1996

DETACHMENT First Nations Communities	COMPLEMENT	BUDGET
"G" Division H.Q. Program Administrator	1	$117,048
**Developmental Positions	5	$577,250
BUDGET PROJECTION	6	$694,298

**Developmental funding, in an amount up to the maximum equivalent cost of five(5) Members designated for such activities as:

(i) pre-employment training of persons being considered for the RCMP-First Nations Community Policing Service(e.g. RCMP Aboriginal Cadet Development Program);

(ii) recruit field training of Aboriginal Members designated for deployment under the RCMP-First Nations Community Policing Service;

(iii) formal on-the-job or in-service training(e.g. supervisory) of Members for the RCMP-First Nations Community Policing Service; and

the RCMP will submit a separate report to the Parties of this Agreement for the preceding Fiscal Year on or before June 30th of each year in the utilization of these positions.

THIS AGREEMENT MADE THE ____ DAY OF _____, 199_

BETWEEN

THE GOVERNMENT OF CANADA
as represented by the Solicitor General of Canada
(hereinafter referred to as "Canada")

of the first part

- AND -

THE GOVERNMENT OF THE NORTHWEST TERRITORIES
as represented by the Minister of Justice
of the Northwest Territories
(hereinafter referred to as the "GNWT")

of the second part

- AND -

THE _____ FIRST NATION,
AS REPRESENTED BY ITS CHIEF (?) AND COMMUNITY COUNCIL
(hereinafter referred to as the _____ First Nation)

OR (IN THE CASE OF A TRIBAL COUNCIL)

THE _____ TRIBAL COUNCIL, ACTING ON BEHALF OF THE BANDS AND/OR COMMUNITY COUNCILS OF _____,
AS REPRESENTED BY THEIR CHIEFS AND COUNCILS
(hereinafter referred to as the "_____ First Nations" (or ____ Council))

of the third part

WHEREAS the Parties wish to cooperate in the provision of effective, efficient, professional and culturally responsive policing services within the _____ Territory consistent with the needs of _____ First Nation(s), the federal First Nations Policing Policy, the Commissioner's formal statement on RCMP community policing, the RCMP service standards and the GNWT's policy for First Nations policing;

WHEREAS the Parties recognize that _____ First Nation(s) has (have) a role in the determination of the level and quality of the policing services which it (they) receive(s) and that a tripartite agreement will give concrete expression to this role;

WHEREAS the Parties recognize that the policing services provided through the RCMP First Nations Community Policing Service include the enforcement of the applicable federal and Territorial statutes as well as applicable present or future By-Laws duly enacted by the local governing body(ies) of the First Nation(s) for any purpose specified in this Agreement, the prevention of crime and the maintenance of order;

WHEREAS the Parties recognize that the Nunavut Act, S.C.1993, c.28 (the "Act") is due to come into effect no later than April 1, 1999 and that should the Act come into effect prior to the expiry of this Agreement, amendments may have to be made to this Agreement with respect to the territory affected by the coming into force of the Act;

WHEREAS the Parties recognize that nothing in this Agreement shall abrogate or derogate from any Aboriginal, treaty, constitutional or other rights which have accrued or may accrue to any of the Parties;

AND WHEREAS the Parties wish to, subject to and in accordance with the terms of this Agreement, enter into this Agreement to enable peace officers deployed under the RCMP First Nations Community Policing Service to provide policing services for the _____ First Nation(s).

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

SECTION 1: DEFINITIONS

1.1 For the purposes of this Agreement, each of the following terms shall, unless the context otherwise requires, have the meaning set out beside it.

"**Actual Costs**" means those direct and indirect costs, as described in Article _ of the Framework Agreement entered into between Canada and the GNWT on _____, 1995, incurred by the RCMP in providing policing services to First Nation communities through the RCMP First Nation Community Policing Services during the term of this Agreement;

"**By-Law**" means the by-laws duly enacted by the _____ Community/Band Council(s)/other local governing body(ies) of the _____ First Nation(s);

"**Community/Band Council(s)**" means the Community Council(s) of the_____ _ First Nation(s);

"**Commander**" means the RCMP Member in charge of the _____ Detachment, who manages the physical, financial and human resources of the Detachment;

"**Commanding Officer**" means the officer of the RCMP, resident in the Northwest Territories, appointed by the Commissioner to command the Division;

"**Commissioner**" means the Commissioner of the Royal Canadian Mounted Police;

"**Community Consultative Group**" means the group established under section___ of this Agreement;

"_____ **Detachment**" means the organizational component of the sub-division or division of the RCMP which is assigned the prime responsibility for the provision of police services within the _____ First Nation(s) and that has prescribed territorial boundaries (and includes _____);

"**Division**" means the organizational component of the RCMP that is responsible for law enforcement and the prevention of crime in the Northwest Territories;

"_____**First Nation(s)**" means the_____ Band number ___, which has (have) been established pursuant to the Indian Act;

"_____ **First Nation(s) Territory**" means the lands set out in Schedule "*" to this Agreement;

"**First Nations Policing Policy**" means the federal First Nations Policing Policy announced by the Solicitor General of Canada and the Minister of Indian Affairs and Northern Development on June 27, 1991;

"**Member**" means any member of the RCMP appointed pursuant to the Royal Canadian Mounted Police Act, and any regulations made pursuant thereto and without limitation includes any regular member, special constable, special constable member, and civilian so appointed;

"**Minister**" means the Minister of Justice of the Northwest Territories responsible for policing services in the Northwest Territories;

"**Parties**" means Canada, the GNWT and the _____ First Nation(s);

"**RCMP**" means the police force for Canada continued under the Royal Canadian Mounted Police Act, and known as the Royal Canadian Mounted Police;

1.2 The singular number includes the plural and the plural number includes the singular where such is consistent with the context.

SECTION 2: APPLICATION

2.1 This Agreement applies to the provision of policing services for the _____ First Nation(s) (and the establishment of the _____ RCMP First Nations Community Police Service(s)) and forms part of Schedule "C" to the Framework Agreement between Canada and the GNWT regarding the provision of the RCMP First Nations Community Policing Service in the Northwest Territories.

2.2 This Agreement is made pursuant to the Framework Agreement for the RCMP First Nations Community Policing Service entered into between Canada and the Northwest Territories on _____, 1995 (hereinafter referred to as the "Framework Agreement"). Unless this Agreement expressly makes arrangements otherwise, all the provisions of the Framework Agreement apply to this Agreement.

SECTION 3: TERM OF AGREEMENT

3.1 Notwithstanding the date on which this Agreement is executed, this Agreement comes into force on _____ and continues in force until _____, unless it is terminated pursuant to section ___ of this Agreement.

3.2 Upon the written agreement of the Parties, the provisions of this Agreement will remain in force pending its renewal, extension or renegotiation.

SECTION 4: ROLE AND RESPONSIBILITIES OF CANADA

4.1 Subject to appropriation by Parliament, Canada agrees to provide to the RCMP 52% of the Actual Costs of a complement of _____ Member(s) of the RCMP First Nations Community Policing Service for the _____ First Nation(s) (and the provision of the _____ RCMP First Nations Community Police Service(s)) in accordance with the terms and conditions set out in the Framework Agreement.

SECTION 5: ROLE AND RESPONSIBILITIES OF THE GNWT

5.1 Subject to appropriation by the **Legislature [?]**, the GNWT agrees to provide to the RCMP 48% of the Actual Costs of a complement of _____ Member(s) of the RCMP First Nations Community Policing Service for the _____First Nation(s) (and the provision of the _____ RCMP First Nations Community Police Service(s)) in accordance with the terms and conditions set out in the Framework Agreement.

SECTION 6: ROLE AND RESPONSIBILITIES OF _____ COMMUNITY/BAND COUNCIL(S)

6.1 The Community/Band Council(s) of the _____ First Nation(s) or its (their) designated representative(s) will, pursuant to the provisions of this Agreement:

(a) establish a Community Consultative Group (within sixty (60) days of the signing of this Agreement);

(b) determine the terms of reference of the Community Consultative Group (within sixty (60) days of the signing of this Agreement); and

(c) provide facilities(to be expanded upon).

SECTION 7: COMMUNITY CONSULTATIVE GROUP

7.1 The Community Consultative Group to be established by the _____ First Nation(s) should be representative of the community(ies) and may include participants who are elders, women and youth.

7.2 Consistent with this Agreement, the role and responsibility of the Community Consultive Group will be to:

(a) identify policing issues and concerns to a representative of the RCMP ___ Detachment;

(b) work with the RCMP _____ Detachment in seeking solutions to community issues and concerns; and

(c) work with the RCMP to develop, in consultation with a representative of the RCMP _____ Detachment, the objectives, priorities, goals, strategies and special projects which will assist the community(ies) to address specific community issues and concerns.

7.3 The Community Consultive Group will meet as it deems necessary.

SECTION 8: ROLE AND RESPONSIBILITIES OF THE RCMP

8.1 The RCMP will:

(a) assign _____ Members of the RCMP First Nations Community Policing Service to provide policing services for, or to assist in, the provision of policing services to the _____ First Nation(s) pursuant to this Agreement as soon as practicable within ____ months from the signing of this Agreement;

(b) make best efforts to ensure that Members of the RCMP First Nations Community Policing Service assigned to the _____ First Nation(s) are culturally compatible with the community (or respective communities);

(c) ensure that the process referred to in paragraph 8.1(b) will be consensual and be effected through consultation between the _____ First Nation(s) or its (their respective) delegate(s) and the Commanding Officer of the Division or his or her delegate;

(d) ensure that the Members deployed through the RCMP First Nations Community Policing Service will devote all of their on duty time to the policing needs of the _____ First Nation(s) and that at least 80% of this time shall be spent within the _____ First Nation(s) Territory's boundaries;

(e) ensure that the time spent outside of the _____ First Nation(s) Territory's boundaries by the Members of the RCMP First Nations Community Policing Service will be related to the handling of _____ First Nation(s) policing issues, except where an emergency exists, in which case the duties will be determined by the Commander of _____ Detachment;

(f) ensure that regular status reports detailing the policing services provided for _____ First Nation(s) are supplied on a monthly basis to the Band Council (or respective Band Councils or Tribal Council) of the _____ First Nation(s) or its (their) designated representative(s) and the Community Consultative Group;

(g) ensure that, where it is deemed appropriate, special reports, in addition to the monthly reports, be provided on request, to the Band Council(s) (or Tribal Council) and the Community Consultative Group; and

(h) enforce present or future the By-Laws duly enacted by the Community/Band Council.(to be expanded subject to negotiation)

8.2 The RCMP will ensure that Members providing service for the _____ First Nation(s) receive, in a timely manner, training to allow them to meet the needs of this (those) First Nation community(ies). Such training may consist of, but not be limited to family violence, substance abuse, suicide prevention and other areas which are consistent with the policing needs of the _____ First Nation(s).

SECTION 9: ROLE AND RESPONSIBILITIES OF THE RCMP FIRST NATIONS COMMUNITY POLICING SERVICE

9.1 The primary responsibility of the Members deployed through the RCMP First Nations Community Policing Service will be to work in cooperation with the _____ First Nation(s) to provide a professional, effective and efficient policing service, in a manner which is responsive and culturally sensitive to that (those) community(ies).

9.2 In addition to the "Role and Responsibilities of the RCMP", as described in Section 8, the Members deployed through the RCMP First Nations Community Policing Service will:

(a) treat all people equally and with respect;

(b) uphold the Canadian Charter of Rights and Freedoms;

(c) serve and protect the community(ies);

(d) work with the community(ies) and other agencies to prevent or resolve problems that affect the community(ies)' safety and quality of life;

(e) establish crime prevention initiatives through community education or assist the First Nations community(ies) with similar initiatives in their capacity as members of the RCMP-First Nations Community Policing Service;

(f) promote a creative and responsive environment to allow all RCMP Members to deliver community policing services;

(g) enforce the applicable federal and provincial laws and such present or future By-Laws referred to in paragraph 8.1(h); and

(h) work with the Community Consultive Group towards the achievement of objectives, priorities, goals, strategies and special projects which will assist the First Nations community(ies) to address specific community issues and concerns.

SECTION 10: SPECIAL PROVISIONS

10.1 During the term of this Agreement it shall be acknowledged by the Parties that:

(a) the Members assigned to the _____ First Nation(s) through the RCMP First Nations Community Policing Service may be absent from time to time due to illness, holidays or other duty related requirements, in which case the commander of _____ Detachment will ensure that the policing needs of the First Nations community(ies) are met;

(b) the Commander of _____ Detachment has the authority and responsibility for the personnel who provide the policing services for the _____ First Nation(s); and

(c) concerns regarding the day-to-day policing of the First Nations community(ies) should be brought to the attention of the Commander of ____ Detachment.

SECTION 11: INDEMNIFICATION

11.1 The _____ First Nation(s) shall indemnify and save harmless Canada and the GNWT and their respective employees and agents from and against all losses, claims, damages, actions, causes of action, costs and expenses that may arise directly or indirectly out of any act or omission of the Community Consultative Group or its respective members, employees, officers or agents, in the performance of this Agreement. Such indemnity shall survive the Agreement.

11.2 Neither Canada nor the GNWT shall be responsible for any bodily or personal injury or property damage of any nature whatsoever that may be suffered or sustained by the _____ First Nation(s), the Community Consultative Group and their respective members, employees, officers or agents in the performance of this Agreement.

11.3 Canada and the GNWT shall not be held responsible for any incidental, indirect, special or consequential damages or any loss or use, revenue or profit arising out of or in any way related to this Agreement.

SECTION 12: AMENDMENT

12.1 This Agreement may be amended from time to time by written agreement of all Parties.

SECTION 13: TERMINATION

13.1 Any of the Parties may terminate this Agreement with regard to the RCMP First Nations Community Policing Service by giving the other Parties twelve (12) months notice in writing.

SECTION 14: NOTICES

14.1 Any notice or other document required or permitted to be given by one Party to the other Party under this Agreement will be in writing and shall be communicated by registered mail addressed to:

(a) Canada:

Solicitor General Canada
Aboriginal Policing Directorate
340 Laurier Avenue West, 11th floor
Ottawa, Ontario
K1A 0P8
Fax: 613-991-0961

(b) the GNWT:

Ministry of Justice

Fax: _____

(c) _____ First Nation(s):

_____
Fax:_____

SECTION 15: SAVING PROVISION

15.1 Nothing in this Agreement is in any way intended to replace or amend any obligation that either Party is bound by or required to perform by operation of law.

15.2 Nothing in this Agreement shall abrogate or derogate from any Aboriginal, treaty, constitutional or other rights which have accrued or may accrue to any of the Parties.

SECTION 16: DISPUTES

16.1 Any new issue, matter of general concern or dispute arising under this Agreement shall be a matter for consultation and resolution between the Solicitor General, the Minister and the _____ First Nation(s) in such manner as they shall see fit.

IN WITNESS WHEREOF the Parties have executed this Agreement as of the day and year first written above.

ON BEHALF OF CANADA



_____

Solicitor General of Canada

ON BEHALF OF THE GOVERNMENT OF THE NORTHWEST TERRITORIES

_____

Minister

_____

Commissioner of the Northwest Territories

THE _____ FIRST NATION(S):

_____

The Chief of the _____ Band or
signing authority for Community Council

The terms and conditions of this Agreement are hereby acknowledged by the Royal Canadian Mounted Police as represented by the Commissioner or his or her designate.

_____

Commissioner

SCHEDULE C

COMMUNITY TRIPARTITE AGREEMENTS

Index

SECTION 10

AGREEMENT BETWEEN

CANADA - SASKATCHEWAN

AND THE

TOUCHWOOD AGENCY FIRST NATIONS

FOR THE

ROYAL CANADIAN MOUNTED POLICE -

FIRST NATIONS COMMUNITY POLICING SERVICE

THIS AGREEMENT MADE THE 30th DAY OF August 1995

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY THE SOLICITOR GENERAL OF CANADA
(hereinafter referred to as "Canada")

of the first part

- AND -

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF SASKATCHEWAN AS REPRESENTED BY THE MINISTER OF JUSTICE OF SASKATCHEWAN
(hereinafter referred to as the "Province")

of the second part

- AND -

THE TOUCHWOOD AGENCY INC., A DULY INCORPORATED BODY UNDER THE LAWS OF SASKATCHEWAN, ACTING ON BEHALF OF THE BANDS AND COUNCILS OF THE DAY STAR FIRST NATION, THE GORDON FIRST NATION, THE MUSKOWEKWAN FIRST NATION, THE FISHING LAKE FIRST NATION AND THE KAWACATOOSE FIRST NATION AS REPRESENTED BY THEIR CHIEFS
(herein referred to as the "Touchwood Agency First Nations")

of the third part

WHEREAS the Parties wish to cooperate in the provision of effective, efficient, professional and culturally responsive policing services within the Touchwood Agency First Nations Territory consistent with the needs of the Touchwood Agency First Nations, the First Nations Policing Policy, the Commissioner's formal statement on RCMP community policing, RCMP service standards and the Province's policy for First Nations Policing;

WHEREAS the Parties recognize the shared responsibilities to maintain peace and good order in First Nations Territories, and that the Touchwood Agency First Nations has a role in the determination of the level and quality of the policing services which they receive and that a tripartite agreement will give concrete expression to this role;

WHEREAS the Parties recognize that the policing services provided through the RCMP First Nations Community Policing Service include the enforcement of the applicable federal and provincial statutes as well as applicable present or future Band By-Laws enacted pursuant to the Indian Act, R.S.C., 1985, c. 1-5 for any of the purposes specified in this Agreement, the prevention of crime and the maintenance of order and that it is the role of the RCMP to uphold the Treaties in accordance with the RCMP Act;

WHEREAS the Parties recognize that nothing in this Agreement shall abrogate or derogate from any Aboriginal, treaty, constitutional or other rights which have accrued or may accrue to any of the Parties;

WHEREAS it is understood that the goal of the Touchwood Agency First Nations is to establish a First Nation administered Police Service for the Touchwood Agency First Nations and this Agreement is entered into as an interim measure to facilitate the planning and orderly transition from the current policing services to a First Nation administered Police Service;

AND WHEREAS the Parties wish to, subject to and in accordance with the terms of this Agreement, enter into this Agreement to enable peace officers deployed under the RCMP First Nations Community Policing Service to provide policing services for the Touchwood Agency First Nations.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

SECTION 1: DEFINITIONS

1.1 For the purposes of this Agreement, each of the following terms shall, unless the context otherwise requires, have the meaning set out beside it.

"**Actual Costs**" means those direct and indirect costs, as described in section 8 of the Framework Agreement entered into between Canada, the Province and the Federation of Saskatchewan Indian Nations on May 18, 1993, incurred by the RCMP in providing policing services to First Nation communities through the RCMP First Nation Community Policing Service during the term of this Agreement;

"**Band Councils**" means the band councils of the Touchwood Agency First Nations;

"**By-Law**" means the by-laws enacted by the Band Councils of the Touchwood Agency First Nations pursuant to the Indian Act;

"**Commander of the Punnichy Detachment**" means the RCMP Member in charge of the Punnichy Detachment who manages the physical, financial and human resources of the Detachment;

"**Commander of the Wadena Detachment**" means the RCMP Member in charge of the Wadena Detachment who manages the physical, financial and human resources of the Detachment;

"**Commanding Officer**" means the officer of the RCMP, resident in the Province, appointed by the Commissioner to command the Division;

"**Commissioner**" means the Commissioner of the Royal Canadian Mounted Police;

"**Division**" means the organizational component of the RCMP that is responsible for law enforcement and the prevention of crime in the Province;

"**First Nations Policing Policy**" means the federal First Nations Policing Policy announced by the Solicitor General of Canada and the Minister of Indian Affairs and Northern Development on June 27, 1991;

"**Fiscal Year**" means the twelve month period beginning on April 1 in any year and ending on March 31 in the next year;

"**Member**" means any member of the RCMP appointed pursuant to the Royal Canadian Mounted Police Act and any regulations made pursuant thereto and without limitation includes any regular member, special constable, special constable member, and civilian so appointed;

"**Minister**" means the Minister of the Province of Saskatchewan responsible for policing services in the Province;

"**Parties**" means Canada, the Province and the Touchwood Agency First Nations;

"**Police Management Board**" means the group established under Section 7 of this Agreement;

"**Province**" means the Province of Saskatchewan;

"**Punnichy Detachment**" means the organizational component of the division of the RCMP which is assigned joint responsibility, with the Wadena Detachment, for the provision of police services within the Touchwood Agency First Nations and that has prescribed territorial boundaries and includes the Touchwood Agency RCMP First Nations Community Police Service;

"**RCMP**" means the police force for Canada continued under the Royal Canadian Mounted Police Act, and known as the Royal Canadian Mounted Police;

"Touchwood Agency First Nations" means the Touchwood Agency First Nations, being a duly incorporated body under the laws of Saskatchewan, acting on behalf of the Day Star First Nation, Band #389, the Gordon First Nation, Band #391, the Muskowekwan First Nation, Band #392, the Fishing Lake First Nation, Band #390, and the Kawacatoose First Nation, Band #393, which have been established pursuant to the Indian Act;

"Touchwood Agency First Nations Territory" means the Day Star First Nation, Reserve number 87, Gordon First Nation, Reserve number 86, Muskowekwan First Nation, Reserve number 85, Fishing Lake First Nation, Reserve number 89 & 89A, Kawacatoose First Nation, Poorman Reserve number 88, which are "reserves" as defined in subsection 2(1) of the Indian Act;

"Wadena Detachment" means the organizational component of the division of the RCMP which is assigned joint responsibility, with the Punnichy Detachment, for the provision of police services within the Touchwood Agency First Nations and that has prescribed territorial boundaries and includes the Touchwood Agency RCMP First Nations Community Police Service.

1.2 The singular number includes the plural and the plural number includes the singular where such is consistent with the context.

SECTION 2: APPLICATION

2.1 This Agreement is made pursuant to the Framework Agreement for the RCMP First Nations Community Policing Service entered into between Canada, the Province and the Federation of Saskatchewan Indian Nations on May 18, 1993 (hereinafter referred to as the "Framework Agreement"). Unless this Agreement expressly makes arrangements otherwise, all the provisions of the Framework Agreement apply to this Agreement.

2.2 This Agreement applies to the provision of policing services for Touchwood Agency First Nations and the establishment of the Touchwood Agency RCMP First Nations Community Police Service and forms part of Schedule "B" to the Framework Agreement between Canada, the Province and the Federation of Saskatchewan Indian Nations regarding the provision of the RCMP First Nations Community Policing Service in the Province.

SECTION 3: TERMS OF AGREEMENT

3.1 Notwithstanding the date on which this Agreement is executed, this Agreement comes into force on July 1, 1994 and continues in force until March 31, 1997, unless it is terminated pursuant to Section 15 of this Agreement.

3.2 Upon the written agreement of the Parties, the provisions of this Agreement will remain in force pending its renewal, extension or renegotiation.

SECTION 4: ROLE AND RESPONSIBILITIES OF CANADA

4.1 Subject to appropriation by Parliament, Canada agrees to provide to the RCMP 52% of the Actual Costs of a complement of five (5) Members and one (1) secretarial/support staff of the RCMP First Nations Community Policing Service for the Touchwood Agency First Nations and the provision of the Touchwood Agency RCMP First Nations Community Police Service in accordance with the terms and conditions set out in the Framework Agreement.

4.2 In addition to the Actual Costs set out in subsection 4.1 and subject to appropriation by Parliament, Canada agrees to provide to the Touchwood Agency First Nations:

(a) on April 1 of each Fiscal Year, an amount not to exceed $4,160 in each Fiscal Year for the costs of the Police Management Board described in Section 7; this amount represents 52% of the estimated annual costs of the Police Management Board and includes honorarium and travel costs of its members as well as the liability insurance coverage referred to in Sections 13.4 and 13.5;

(b) on April 1 of each Fiscal Year, an amount not to exceed $15,600 in each Fiscal Year for the costs of the Community Support Services described in Section 8; this amount represents 52% of the estimated annual costs of the Community Support Services and includes $2,000 per month for salaries or honorarium and $6,000 per year for travel costs of its members as well as the liability insurance coverage referred to in Sections 13.4 and 13.5; and

(c) on April 1 of each Fiscal Year, an amount not to exceed $20,800 in each Fiscal Year for the costs of the Community Case Worker described in Section 9: this amount represents 52% of the estimated annual costs of the Community Case Worker and includes $2,750 per month for salary and benefits and $7,000 per year in travel costs as well as the liability insurance coverage referred to in Sections 13.4 and 13.5.

SECTION 5: ROLE AND RESPONSIBILITIES OF THE PROVINCE

5.1 Subject to appropriation by the Legislature, the Province agrees to provide to the RCMP 48% of the Actual Costs of a complement of five (5) Members and one (1) secretarial/support staff of the RCMP First Nations Community Policing Service for the Touchwood Agency First Nations and the provision of the Touchwood Agency RCMP First Nations Community Police Service in accordance with the terms and conditions set out in the Framework Agreement.

5.2 In addition to the Actual Costs set out in subsection 5.1 and subject to appropriation by the Provincial Legislature, the Province agrees to provide to the Touchwood Agency First Nations:

(a) on a quarterly basis commencing April 1 of each Fiscal Year, an amount not to exceed $3,840 in each Fiscal Year for the costs of the Police Management Board described in Section 7; this amount represents 48% of the estimated annual costs of the Police Management Board and includes honorarium and travel costs of its members as well as the liability insurance coverage referred to in Sections 13.4 and 13.5;

(b) on a quarterly basis commencing April 1 of each Fiscal Year, an amount not to exceed $14,400 in each Fiscal Year for the costs of the Community Support Services described in Section 8; this amount represents 48% of the estimated annual costs of the Community Support Services and includes $2,000 per month for salaries or honorarium and $6,000 per year for travel costs of its members as well as the liability insurance coverage costs referred to in Sections 13.4 and 13.5; and

(c) on a quarterly basis commencing April 1 of each Fiscal Year, an amount not to exceed $19,200 in each Fiscal Year for the costs of the Community Case Worker described in Section 9; this amount represents 48% of the estimated annual costs of the Community Case Worker and includes $2,750 per month for salary and benefits and $7,000 per year in travel costs as well as the liability insurance coverage referred to in Sections 13.4 and 13.5.

5.3 During the term of this Agreement, the Province will provide, at the end of each Fiscal Year, to the Touchwood Agency First Nations copies of the appropriate documents which identify costs billed by the RCMP to Canada and the Province for the policing services provided to the Touchwood Agency First Nations.

SECTION 6: ROLE AND RESPONSIBILITIES OF THE TOUCHWOOD AGENCY FIRST NATIONS

6.1 The Touchwood Agency First Nations or its designated representative shall, pursuant to the provisions of this Agreement:

(a) establish a Police Management Board within fifteen (15) days of the signing of this Agreement;

(b) identify persons suitable for the position of community case worker to be selected by the Police Management Board in consultation with the RCMP;

(c) determine the terms of reference of the Police Management Board within sixty (60) days of the signing of this Agreement;

(d) use the funds provided by Canada and the Province under this Agreement solely for the purposes for which they were provided;

(e) maintain financial records with respect to the funds referred to in section 6.1(d) in accordance with generally accepted accounting principles as prescribed in the Canadian Institute of Chartered Accountant's Handbook, and the financial management regulations of the Touchwood Agency First Nations, including proper records of all expenditures made by the Touchwood Agency First Nations in connection with the project and the invoices, receipts and vouchers relating thereto;

(f) on or before May 31 of each Fiscal Year during the term of this Agreement, submit to Canada and the Province, in a form acceptable to Canada and the Province, a financial statement covering the Fiscal Year, showing the complete disposition of the funds for the past Fiscal Year; and

(g) upon submission of the financial statement referred to in paragraph (e) and in the event that the monies advanced exceed the eligible costs incurred during the Fiscal Year, return to Canada and the Province, an amount equal to any surplus funds not expended or accounted for at the end of the Fiscal Year unless there is approval in writing by Canada and the Province to retain these funds solely for the purposes for which they were provided.

6.2 The Touchwood Agency First Nations shall provide or cause to be provided a police facility to a maximum of 200 square feet in each of the five (5) communities for a total of 1,000 square feet (at an annual rate of $10.00 per square foot ($107.64 per square metre), such amount shall form part of the Actual Costs) at Touchwood Agency First Nations that meets the needs of the RCMP First Nations Community Policing Service and that is to the satisfaction of the Commissioner. Touchwood Agency First Nations shall in accordance with the Indian Act, enter into an arrangement with the RCMP for the use of such facility and these facilities shall be available for occupation by the RCMP-FNCPS on a date as mutually may be agreed upon by the Commanding Officer and the Band Council.

6.3 Touchwood Agency First Nations may, in accordance with the Indian Act, enter into an arrangement with an individual Member of the Touchwood Agency RCMP-FNCPS for the use of a residence and the fee for the use of such a residence shall be paid by the individual Member. These facilities shall be available for occupation by that Member on a date as mutually may be agreed upon by the Parties.

SECTION 7: POLICE MANAGEMENT BOARD

7.1 The Police Management Board to be established by the Touchwood Agency First Nations should be representative of the communities and may include participants who are Elders, women, and youth.

7.2 Consistent with this Agreement, the role and responsibilities of the Police Management Board will be to:

(a) identify policing issues and concerns of the communities to a representative of the Touchwood Agency RCMP First Nations Community Police Service;

(b) work with the Touchwood Agency RCMP First Nations Community Police Service in seeking solutions to community issues and concerns;

(c) work with the RCMP to develop, in consultation with a representative of the Touchwood Agency RCMP First Nations Community Police Service, the objectives, priorities, goals, strategies, special projects and a periodic evaluation of the police services which will assist the communities and the police service to address specific community issues and concerns; and

(d) identify desirable attributes for Members of the RCMP First Nations Community Policing Service who are to be considered for deployment to the Touchwood Agency RCMP First Nations Community Police Service.

7.3 The Police Management Board shall meet at least once per month during the first year that this Agreement is in effect and at least once every two months during the second and third year of this Agreement.

7.4 The extraordinary costs that the members of the Police Management Board may incur in travelling to necessary meetings, conferences and seminars and that are not covered by the funding provided for in Sections 4.2(a) and 5.2(a) of this Agreement will be subject to discussions between the Parties.

7.5 The Police Management Board for the Touchwood Agency First Nations shall consist of no less than five (5) members who shall perform their duties as employees of the Touchwood Agency First Nations.

7.6 The members of the Police Management Board shall receive training and instruction from the Province commensurate with their duties and responsibilities.

SECTION 8: COMMUNITY SUPPORT SERVICES

8.1 The Community Support Services for the Touchwood Agency RCMP First Nation Community Police Service will be provided by one or more Elders from the Touchwood Agency First Nations who shall perform their duties as employees of the Touchwood Agency First Nations.

8.2 The Touchwood Agency First Nations agree to supply to the RCMP and the Police Management Board a list of candidates who may be suitable for that function.

8.3 The one or more Elders referred to in subsection 8.1 will be selected by the Police Management Board in consultation with the Detachment Commanders of Punnichy Detachment and Wadena Detachment, for the Touchwood Agency RCMP First Nations Community Police Service.

8.4 The Community Support Services will act as a liaison between the communities and the Touchwood Agency RCMP First Nations Community Police Service and in so doing, enhance the role of the police in the community. In particular, the Community Support Services will:

(a) provide Members of the Touchwood Agency RCMP First Nations Community Police Service with spiritual and cultural advice on sensitive issues within the communities;

(b) identify community resources that may be utilized in handling sensitive community issues; and

(c) facilitate workshops, meetings and discussions that will enhance and encourage the level of communication within the community on police related issues.

8.5 The Community Support Services collectively will perform the duties set out in Section 8.4 for a minimum of 40 hours per week.

SECTION 9: FIRST NATION COMMUNITY CASE WORKER

9.1 The Community Case Worker for the Touchwood Agency RCMP First Nations Community Police Service will be an employee of the Touchwood Agency First Nations and will perform the duties outlined in Sections 9.4 and 9.5 under the direction of the Detachment Commander of the Punnichy Detachment.

9.2 The Touchwood Agency First Nations agree to supply to the RCMP and the Police Management Board a list of candidates who may be suitable for that function.

9.3 The Community Case Worker will be selected by the Police Management Board in consultation with the Commanders of Punnichy and Wadena Detachments for the Touchwood Agency RCMP First Nations Community Police Service.

9.4 The Community Case Worker will act as a liaison between members of the community, community agencies and the Touchwood Agency RCMP First Nations Community Police Service and in doing so enhance the level and quality of service provided to members of the community. In particular, the Community Case Worker will:

(a) work out of a police office, under the direction of the Commander of the Punnichy Detachment, maintain client files, updating clients on file progress while maintaining an appropriate case management and information recording system;

(b) recruit and provide training for volunteers;

(c) assign case work to volunteers and in addition oversee, and provide guidance and advice to volunteers on appropriate service delivery to meet policing objectives; and

(d) meet and maintain security requirements of the RCMP and ensure that this same criteria is met by all volunteers.

9.5 In addition to the duties set out in subsection 9.4 the Community Case Worker, through the assistance of volunteers will:

(a) assist clients subject of police files and, when necessary, make referrals to other agencies;

(b) assist clients in obtaining financial reparation, court witness assistance, and the recovery of property;

(c) assist victims in seeking medical attention when necessary and coordinate professional services for victims;

(d) attend court with victims as well as ensure that children are oriented to the court process;

(e) ensure that members of the communities are aware of the services provided by the Touchwood Agency RCMP First Nations Community Police Service through educational programs;

(f) encourage victims of crime to report offenses to police and, through knowledge of the community, identify victims of crime to police;

(g) act as a liaison between police educational institutions, inter-agency groups, social service agencies, self-help groups, and community Elders to improve and maintain effective communications; and

(h) assist the Police Management Board in identifying and developing crime prevention strategies.

9.6 The Community Case Worker will perform duties set out in subsections 9.4 and 9.5 for a minimum of forty (40) hours per week under the supervision of the Commander of the Punnichy Detachment.

9.7 The Community Case Worker shall receive training commensurate to the duties outlined in subsections 9.4 and 9.5. The training costs and other related costs will be borne solely by the Province unless otherwise agreed to in writing by Canada.

SECTION 10: ROLE AND RESPONSIBILITIES OF THE RCMP

10.1 The RCMP will:

(a) assign the equivalent of five (5) members of the RCMP First Nations Community Policing Service and one (1) secretarial/support staff to provide policing services for, or to assist in, the provision of policing services for the Touchwood Agency First Nations pursuant to this Agreement as soon as practicable within three (3) months from the signing of this Agreement;

(b) make best efforts to ensure that Members of the RCMP First Nations Community Policing Service assigned to the Touchwood Agency First Nations are culturally compatible with these communities;

(c) ensure that the process referred to in 10.1(b) will be consensual and be effected through consultation between the Police Management Board and the Commanding Officer of the Division or his or her designate;

(d) ensure that the Members deployed through the RCMP First Nations Community Policing Service will devote all of their on duty time to the policing needs of the Touchwood Agency First Nations and at least 80% of this time shall be spent within the boundaries of the Touchwood Agency First Nations Territory as defined in this Agreement;

(e) ensure that the time spent outside of the Touchwood Agency First Nations Territory boundaries by the Members of the RCMP First Nations Community Policing Service will be related to the handling of the Touchwood Agency First Nations policing issues, except where an emergency exists, in which case the duties will be determined by the Commanders of the Wadena or Punnichy Detachments;

(f) ensure that regular status reports detailing the policing services provided for the Touchwood Agency First Nations are supplied on a monthly basis to the Band Councils or their designated representatives and the Police Management Board;

(g) ensure that, where it is deemed appropriate, special reports, in addition to the monthly reports, be provided on request, to the Band Councils and the Police Management Board;

(h) enforce present or future Band By-Laws enacted by the Touchwood Agency First Nations pursuant to the following sections of the Indian Act:

(i) section 81(1)(b) - the regulation of traffic,

(ii) section 81(1)(c) - the observance of law and order,

(iii) section 81(1)(d) - the prevention of disorderly conduct and nuisances,

(iv) section 81(1)(p) - the removal and punishment of persons trespassing on the reserve or frequenting the reserve for prohibited purposes,

(v) section 85.1(a) - prohibiting the sale, barter, supply or manufacture of intoxicants on the reserve of the band,

(vi) section 85.1(b) - prohibiting any person from being intoxicated on the reserve,

(vii) section 85.1(c) - prohibiting any person from having intoxicants in his possession on the reserve;

(i) pay a fee for use of police office facilities in each of the five communities provided by the Touchwood Agency First Nations under subsection 6.2 at an annual rate of $10.00 per square foot ($107.64 per square metre); such fee shall form part of the Actual Costs; and

(j) pay a fee for use of suitable accommodation when provided by the Touchwood Agency First Nations at a rate to be agreed to by the parties in an agreement with the RCMP; such fee shall form part of the Actual Costs.

10.2 The RCMP will ensure that Members providing service for the Touchwood Agency First Nations receive, in a timely manner, training to allow them to meet the needs of those communities. Such training may consist of, but not be limited to family violence, substance abuse, suicide prevention and other areas which are consistent with the policing needs of Touchwood Agency First Nations.

SECTION 11: ROLE AND RESPONSIBILITIES OF THE RCMP FIRST NATIONS COMMUNITY POLICING SERVICE

11.1 The primary responsibility of the Members deployed through the RCMP First Nations Community Policing Service will be to work in cooperation with the Touchwood Agency First Nations to provide a professional, effective and efficient policing service, in a manner which is responsive and culturally sensitive to those communities.

11.2 In addition to the "Role and Responsibilities of the RCMP", as described in Section 10, the Members deployed through the RCMP First Nations Community Policing Service will:

(a) treat all people equally and with respect;

(b) uphold the Canadian Charter of Rights and Freedoms;

(c) serve and protect the communities;

(d) work with the communities and other agencies to prevent or resolve problems that affect the communities' safety and quality of life;

(e) establish crime prevention initiatives through community education or assist the communities with similar initiatives in their capacity as members of the RCMP First Nations Community Policing Service;

(f) promote a creative and responsive environment to allow all RCMP Members to deliver community policing services;

(g) enforce the applicable federal and provincial laws and such Band By-Laws referred to in paragraph 10.1(h);

(h) work with the Police Management Board towards the achievement of objectives, priorities, goals, strategies, special projects and a periodic evaluation of the police services which will assist the communities and the police service to address specific community issues and concerns; and

(i) live in the communities when suitable accommodation which meets the needs of the RCMP First Nations Community Policing Service and which is to the satisfaction of the Commissioner is available, unless it is otherwise agreed to upon mutual consent of both the Member of the RCMP First Nations Community Policing Service affected and the Police Management Board that the particular Member may live outside the communities, as referred to in subsection 6.3.

SECTION 12: SPECIAL PROVISIONS

12.1 During the term of this Agreement it shall be acknowledged by the Parties that:

(a) the Members assigned to the Touchwood Agency First Nations through the RCMP First Nations Community Policing Service may be absent from time to time due to illness, holidays or other duty related requirements, in which case the Commanders of the Wadena or Punnichy Detachments will ensure that the policing needs of the communities are met;

(b) the Commanders of the Wadena and Punnichy Detachments have the authority and responsibility for the personnel who provide the policing services for the Touchwood Agency First Nations; and

(c) concerns regarding the day-to-day policing of the communities should be brought to the attention of the Members of the RCMP First Nations Community Policing Service or the Commanders of the Wadena or Punnichy Detachments as may be appropriate under the circumstances.

SECTION 13: INDEMNIFICATION

13.1 The Touchwood Agency First Nations shall indemnify and save harmless Canada and the Province and their respective employees and agents from and against all losses, claims, damages, actions, causes of action, costs and expenses that may arise directly or indirectly out of any act or omission of the Police Management Board, the Community Support Services or the Community Case Worker or their respective members, employees, officers or agents, in the performance of this Agreement. Such indemnity shall survive the Agreement.

13.2 Neither Canada nor the Province shall be responsible for any bodily or personal injury or property damage of any nature whatsoever that may be suffered or sustained by the respective Band Councils, the Police Management Board, the Community Support Services or the Community Case Worker and their respective members, employees, officers or agents in the performance of this Agreement unless it is caused by the negligent act or omission of an employee or agent of Canada or the Province in the performance of his or her duties.

13.3 Canada shall not be held responsible for any incidental, indirect, special or consequential damages or any loss of use, revenue or profit arising out of or in any way related to this Agreement.

13.4 The Touchwood Agency First Nations shall, without limiting its obligations herein, insure the operations of the Police Management Board and Community Support Services and the Community Case Worker under a contract of comprehensive or commercial general liability, with an insurer in the Province, in an amount of not less than $1,000,000.00 per occurrence insuring against bodily injury, personal injury and property damage including loss or use thereof. Such insurance shall include a blanket contractual liability.

13.5 The Touchwood Agency First Nations shall provide proof of all required insurance in a form acceptable to Canada and the Province and such proof of required insurance shall be promptly provided to Canada and the Province upon request.

SECTION 14: AMENDMENT

14.1 This Agreement may be amended from time to time by written agreement of all Parties.

SECTION 15: TERMINATION

15.1 The Parties may terminate this Agreement with regard to the RCMP First Nations Community Policing Service by giving the other Parties twelve (12) months notice in writing.

SECTION 16: NOTICES

16.1 Any notice or other document required or permitted to be given by one Party to the other Party under this Agreement will be in writing and shall be communicated by registered mail addressed to:

(a) Canada:

Ministry of the Solicitor General
Aboriginal Policing Directorate
340 Laurier Avenue West, 11th floor
Ottawa, Ontario
K1A 0P8
Fax: 613-991-0961

(b) the Province:

Department of Justice of Saskatchewan
1874 Scarth Street
Regina, Saskatchewan
S4P 3V7
Fax: 306-787-9111

(c) Touchwood Agency First Nations:

Chiefs and Councils
Touchwood Agency First Nations
P.O. Box 178
Lebret, Saskatchewan
S0G 2Y0

SECTION 17: SAVING PROVISION

17.1 Nothing in this Agreement is in any way intended to replace or amend any obligation that either Party is bound by or required to perform by operation of law.

17.2 Nothing in this Agreement shall abrogate or derogate from any aboriginal treaty, constitutional or other rights which have accrued or may accrue to any of the Parties.

SECTION 18: DISPUTES

18.1 Any new issue, matter of general concern or dispute arising under this Agreement shall be a matter for consultation and resolution between the Solicitor General, the Minister and the Touchwood Agency First Nations in such manner as they shall see fit.

IN WITNESS WHEREOF the Parties have executed this Agreement as of the day and year first written above.

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

Solicitor General of Canada

Witness

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF SASKATCHEWAN

Minister of Justice

Witness

CHIEF OF THE DAY STAR FIRST NATION

Chief

Witness

CHIEF OF THE GORDON FIRST NATION

Chief

Witness

CHIEF OF THE MUSKOWEKWAN FIRST NATION

Chief

Witness

CHIEF OF THE FISHING LAKE FIRST NATION

Chief

Witness

CHIEF OF THE KAWACATOOSE FIRST NATION

Chief

Witness

The terms and conditions of this Agreement are hereby acknowledged by the Royal Canadian Mounted Police as represented by the Commissioner or his designate.

Royal Canadian Mounted Police

Witness

SECTION 11

AGREEMENT BETWEEN

CANADA - BRITISH COLUMBIA

AND THE

NANOOSE FIRST NATION

FOR THE

ROYAL CANADIAN MOUNTED POLICE -

FIRST NATIONS COMMUNITY POLICING SERVICE

THIS AGREEMENT MADE THE 12 DAY OF ~~September 1994~~ 1995.

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY THE SOLICITOR GENERAL OF CANADA

(hereinafter referred to as "Canada")

of the first part

- AND -

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA AS REPRESENTED BY THE ATTORNEY GENERAL OF BRITISH COLUMBIA

(hereinafter referred to as the "Province")

of the second part

- AND -

THE NANOOSE FIRST NATION, AS REPRESENTED BY ITS CHIEF

(hereinafter referred to as the "Nanoose First Nation")

WHEREAS the Parties wish to cooperate in the provision of effective, efficient, professional and culturally responsive policing services within the Nanoose First Nation Territory consistent with the needs of Nanoose First Nation, the federal First Nations Policing Policy, the Commissioner's formal statement on RCMP community policing, RCMP service standards and the Province's policy for First Nations policing;

WHEREAS the Parties recognize that Nanoose First Nation has a role in the determination of the level and quality of the policing services which it receives and that a tripartite agreement will give concrete expression to this role;

WHEREAS the Parties recognize that the policing services provided through the RCMP First Nations Community Policing Service include the enforcement of the applicable federal and provincial statutes as well as applicable present or future Band by-laws enacted pursuant to the Indian Act R.S.C., 1985, c.I-5 for any of the purposes specified in this Agreement, the prevention of crime and the maintenance of order;

WHEREAS the Parties recognize that nothing in this Agreement shall abrogate or derogate from any Aboriginal, treaty, constitutional or other rights which have accrued or may accrue to any of the Parties;

WHEREAS the Parties wish to, subject to and in accordance with the terms of this Agreement, enter into this Agreement to enable a Member deployed under the RCMP First Nations Community Policing Service to provide policing services for the Nanoose First Nation;

AND WHEREAS Canada and the province intend to enter into a Community Tripartite Agreement with the Nanoose First Nation to enable the same Member deployed under the RCMP First Nations Community Policing Service to provide policing services for the Nanaimo First Nation as well as the Nanoose First Nation.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

SECTION 1: DEFINITIONS

1.1 For the purposes of this Agreement, each of the following terms shall, unless the context otherwise requires, have the meaning set out beside it.

"**Actual Costs**" means those direct and indirect costs, as described in article 10 of the Framework Agreement entered into between Canada and the Province on January 13, 1994, incurred by the RCMP in providing policing services to First Nation communities through the RCMP First Nation Community Policing Services during the term of this Agreement;

"**By-Law**" means the by-laws enacted by the Band Council of the Nanoose First Nation pursuant to the Indian Act;

"**Band Council**" means the Band Council of the Nanoose First Nation;

"**Commander**" means the RCMP Member in charge of the Nanaimo Detachment, who manages the physical, financial and human resources of the Detachment;

"**Commanding Officer**" means the officer of the RCMP, resident in the Province, appointed by the Commissioner to command the Division;

"**Commissioner**" means the Commissioner of the Royal Canadian Mounted Police;

"**Community Consultative Group**" means the group established under section 7 of this Agreement;

"**Division**" means the organizational component of the RCMP that is responsible for law enforcement and the prevention of crime in the Province;

"**First Nations Policing Policy**" means the federal First Nations Policing Policy announced by the Solicitor General of Canada and the Minister of Indian Affairs and Northern Development on June 27, 1991;

"**Member**" means any member of the RCMP appointed pursuant to the Royal Canadian Mounted Police Act, and any regulations made pursuant thereto and without limitation includes any regular member, special constable, special constable member, and civilian so appointed;

"**Minister**" means the Minister of the Province of British Columbia responsible for policing services in the Province;

"**Nanaimo Detachment**" means the organizational component of the sub-division or division of the RCMP which is assigned the prime responsibility for the provision of police services within the Nanoose First Nation and that has prescribed territorial boundaries;

"**Nanaimo First Nation**" means the Nanaimo Band number 648, which has been established pursuant to the Indian Act;

"**Nanaimo First Nation Territory**" means the Gabriola Island Reserve number 5, Ma-Guala Reserve number 6, Nanaimo River Reserve number 2, Nanaimo River Reserve number 3, Nanaimo River Reserve number 4, Nanaimo Town Reserve number 1, which are "reserves" as defined in subsection 2(1) of the Indian Act;

"**Nanoose First Nation**" means the Nanoose Band number 649, which has been established pursuant to the Indian Act;

"**Nanoose First Nation Territory**" means the Nanoose Band Reserve, which is a "reserve" as defined in subsection 2(1) of the Indian Act;

"**Province**" means the Province of British Columbia;

"**RCMP**" means the police force for Canada continued under the Royal Canadian Mounted Police Act, and known as the Royal Canadian Mounted Police;

1.2 The singular number includes the plural and the plural number includes the singular where such is consistent with the context.

SECTION 2: APPLICATION

2.1 This Agreement applies to the provision of policing services for the Nanoose First Nation and forms part of Schedule "B" to the Framework Agreement between Canada and the Province regarding the provision of the RCMP First Nations Community Policing Service in the Province.

2.2 This Agreement is made pursuant to the Framework Agreement for the RCMP First Nations Community Policing Service entered into between Canada and the Province on January 13, 1994 (hereinafter referred to as the "Framework Agreement"). Unless this Agreement expressly makes arrangements otherwise, all the provisions of the Framework Agreement apply to this Agreement.

SECTION 3: TERM OF AGREEMENT

3.1 Notwithstanding the date on which this Agreement is executed, this Agreement comes into force on April 1, 1994 and continues in force until March 31, 1998, unless it is terminated pursuant to section 13 of this Agreement.

3.2 Upon the written agreement of the Parties, the provisions of this Agreement will remain in force pending its renewal, extension or renegotiation.

SECTION 4: ROLE AND RESPONSIBILITIES OF CANADA

4.1 Subject to appropriation by Parliament, Canada agrees to provide to the RCMP 52% of the Actual Costs of a complement of .5 of a Member of the RCMP First Nations Community Policing Service for the Nanoose First Nation in accordance with the terms and conditions set out in the Framework Agreement.

SECTION 5: ROLE AND RESPONSIBILITIES OF THE PROVINCE

5.1 Subject to appropriation by the Legislature, the Province agrees to provide to the RCMP 48% of the Actual Costs of a complement of .5 of a Member of the RCMP First Nations Community Policing Service for the Nanoose First Nation in accordance with the terms and conditions set out in the Framework Agreement.

SECTION 6: ROLE AND RESPONSIBILITIES OF NANOOSE BAND COUNCIL

6.1 The Band Council of the Nanoose First Nation or its designated representative will, pursuant to the provisions of this Agreement:

(a) establish a Community Consultative Group within sixty (60) days of the signing of this Agreement;

(b) determine the terms of reference of the Community Consultative Group within sixty (60) days of the signing of this Agreement; and

(c) provide a work station for the use of the Member of the RCMP-First Nations Community Policing Service who will be providing policing services to the Nanoose First Nation.

SECTION 7: COMMUNITY CONSULTATIVE GROUP

7.1 The Community Consultative Group to be established by the Nanoose First Nation should be representative of the community and may include participants who are elders, women and youth.

7.2 Consistent with this Agreement, the role and responsibility of the Community Consultative Group will be to:

(a) identify policing issues and concerns to a representative of the RCMP Nanaimo Detachment;

(b) work with the RCMP Nanaimo Detachment in seeking solutions to community issues and concerns; and

(c) work with the RCMP to develop, in consultation with a representative of the RCMP Nanaimo Detachment, the objectives, priorities, goals, strategies and special projects which will assist the community to address specific community issues and concerns.

7.3 The Community Consultative Group will meet as it deems necessary.

SECTION 8: ROLE AND RESPONSIBILITIES OF THE RCMP

8.1 The RCMP will:

(a) assign one(1) Member of the RCMP First Nations Community Policing Service to provide policing services for, or to assist in, the provision of policing services to both the Nanoose and the Nanaimo First Nations pursuant to this Agreement and a Community Tripartite Agreement between Canada, the Province and the Nanaimo First Nation as soon as practicable within six(6) months from the signing of this Agreement;

(b) make best efforts to ensure that the Member of the RCMP First Nations Community Policing Service assigned to the Nanoose and the Nanaimo First Nations is culturally compatible with the community;

(c) ensure that the process referred to in paragraph 8.1(b) will be consensual and be effected through consultation between the Nanoose and the Nanaimo First Nations and the Commanding Officer of the Division or his or her designate;

(d) ensure that the Member deployed through the RCMP First Nations Community Policing Service will devote all of his or her on duty time equally to the policing needs of the Nanoose and Nanaimo First Nations and that at least 80% of this time shall be spent within the boundaries of the Nanoose First Nation Territory and the Nanaimo First Nation Territory;

(e) ensure that the time spent outside of the Nanoose First Nation Territory and the Nanaimo First Nation Territory boundaries by the Member of the RCMP First Nations Community Policing Service will be related to the handling of Nanoose and Nanaimo First Nations policing issues, except where an emergency exists, in which case the duties will be determined by the Commander of Nanaimo Detachment;

(f) ensure that regular status reports detailing the policing services provided for Nanoose First Nation are supplied on a monthly basis to the Band Council of the Nanoose First Nation or its designated representative and the Community Consultative Group;

(g) ensure that, where it is deemed appropriate, special reports, in addition to the monthly reports, be provided on request, to the Band Council and the Community Consultive Group; and

(h) enforce present or future by-laws enacted by the Band Council of the Nanoose First Nation pursuant to the following sections of the Indian Act:

(i) section 81(1)(b) - the regulation of traffic,

(ii) section 81(1)(c) - the observance of law and order,

(iii) section 81(1)(d) - the prevention of disorderly conduct and nuisances,

(iv) section 81(1)(p) - the removal and punishment of persons trespassing on the reserve or frequenting the reserve for prohibited purposes,

(v) section 85.1(a) - prohibiting the sale, barter, supply or manufacture of intoxicants on the reserve,

(vi) section 85.1(b) - prohibiting any person from being intoxicated on the reserve, or

(vii) section 85.1(c) - prohibiting any person from having intoxicants in his possession on the reserve.

8.2 The RCMP will ensure that the Member providing service for the Nanoose First Nation receive, in a timely manner, training to allow him or her to meet the needs of that community. Such training may consist of, but not be limited to family violence, substance abuse, suicide prevention and other areas which are consistent with the policing needs of the Nanoose First Nation.

SECTION 9: ROLE AND RESPONSIBILITIES OF THE RCMP FIRST NATIONS COMMUNITY POLICING SERVICE

9.1 The primary responsibility of the Member deployed through the RCMP First Nations Community Policing Service will be to work in cooperation with the Nanoose First Nation to provide a professional, effective and efficient policing service, in a manner which is responsive and culturally sensitive to that community.

9.2 In addition to the "Role and Responsibilities of the RCMP", as described in Section 8, the Member deployed through the RCMP First Nations Community Policing Service will:

(a) treat all people equally and with respect;

(b) uphold the Canadian Charter of Rights and Freedoms;

(c) serve and protect the community;

(d) work with the community and other agencies to prevent or resolve problems that affect the community's safety and quality of life;

(e) establish crime prevention initiatives through community education or assist the community with similar initiatives in his or her capacity as a member of the RCMP-First Nations Community Policing Service;

(f) promote a creative and responsive environment to allow all RCMP Members to deliver community policing services;

(g) enforce applicable federal and provincial laws and such by-laws referred to in paragraph 8.1(h); and

(h) work with the Community Consultive Group towards the achievement of objectives, priorities, goals, strategies and special projects which will assist the community to address specific community issues and concerns.

SECTION 10: SPECIAL PROVISIONS

10.1 During the term of this Agreement it shall be acknowledged by the Parties that:

(a) the Member assigned to the Nanoose and the Nanaimo First Nations through the RCMP First Nations Community Policing Service may be absent from time to time due to illness, holidays or other duty related requirements, in which case the commander of Nanaimo Detachment will ensure that the policing needs of the community are met;

(b) the Commander of Nanaimo Detachment has the authority and responsibility for the personnel who provide the policing services for the Nanoose First Nation; and

(c) concerns regarding the day-to-day policing of the community should be brought to the attention of the Commander of Nanaimo Detachment.

SECTION 11: INDEMNIFICATION

11.1 The Nanoose First Nation shall indemnify and save harmless Canada and the Province and their respective employees and agents from and against all losses, claims, damages, actions, causes of action, costs and expenses that may arise directly or indirectly out of any act or omission of the Community Consultative Group or its respective members, employees, officers or agents, in the performance of this Agreement. Such indemnity shall survive the Agreement.

11.2 Neither Canada nor the Province shall be responsible for any bodily or personal injury or property damage of any nature whatsoever that may be suffered or sustained by the Nanoose First Nation, the Community Consultative Group and their respective members, employees, officers or agents in the performance of this Agreement.

11.3 Canada shall not be held responsible for any incidental, indirect, special or consequential damages or any loss of use, revenue or profit of the Agreement arising out of or in any way related to this Agreement.

SECTION 12: AMENDMENT

12.1 This Agreement may be amended from time to time by written agreement of all Parties.

SECTION 13: TERMINATION

13.1 Any of the Parties may terminate this Agreement with regard to the RCMP First Nations Community Policing Service by giving the other Parties twelve (12) months notice in writing.

SECTION 14: NOTICES

14.1 Any notice or other document required or permitted to be given by one Party to the other Party under this Agreement will be in writing and shall be communicated by registered mail addressed to:

(a) Canada:

Solicitor General Canada
Aboriginal Policing Directorate
340 Laurier Avenue West, 11th floor
Ottawa, Ontario
K1A 0P8
Fax: 613-991-0961

(b) the Province:

Ministry of the Attorney General
Room 232
Parliament Buildings
Victoria, British Columbia
V8V 1X4
Fax: 604-387-6411

(c) Nanoose First Nation:

209 Mallard Way
Lantzville, B.C.
V0R 2H0
Fax: 604-390-3365

SECTION 15: SAVING PROVISION

15.1 Nothing in this Agreement is in any way intended to replace or amend any obligation that either Party is bound by or required to perform by operation of law.

15.2 Nothing in this Agreement shall abrogate or derogate from any Aboriginal, treaty, constitutional or other rights which have accrued or may accrue to any of the Parties.

SECTION 16: DISPUTES

16.1 Any new issue, matter of general concern or dispute arising under this Agreement shall be a matter for consultation and resolution between the Solicitor General, the Minister and the Nanoose First Nation in such manner as they shall see fit.

IN WITNESS WHEREOF the Parties have executed this Agreement as of the day and year first written above.

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

Solicitor General of Canada

Regional Representative

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA

Attorney General of British Columbia

Provincial Representative

THE NANOOSE FIRST NATION:

The Chief of the Nanoose Band

ROYAL CANADIAN MOUNTED POLICE AS REPRESENTED BY THE COMMISSIONER

Commissioner

O.C. Nanaimo Det.